

## **COUNTY OF LOS ANGELES**

FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE LOS ANGELES, CALIFORNIA 90063-3294 (323) 881-2401

P. MICHAEL FREEMAN FIRE CHIEF FORESTER & FIRE WARDEN

September 1, 2009

ADOPTED

BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

EXECUTIVE OFFICER

43

SEPTEMBER 1, 2009

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, CA 90012

Dear Supervisors:

APPROVAL OF MASTER AGREEMENTS FOR
ARCHITECTURAL AND ENGINEERING SERVICES
AND
APPROVAL FOR AN INCREASE IN SPENDING AUTHORITY
(ALL DISTRICTS) (3 VOTES)

#### **SUBJECT**

The Consolidated Fire Protection District's (District) agreements for architectural and engineering services expired on August 2, 2009. In order to continue these much needed services, the District requires the technical expertise and knowledge of architectural and engineering professionals to assist in the modification and maintenance of pre-existing facilities. The total possible terms for these recommended firms will be five (5) years and six (6) months. The District is also requesting an increase to the District's Board approved spending authority, from \$1.5 million to \$4.6 million annually which includes facility improvements associated with its agreement with the State of California Department of Forestry and Fire Protection. The total expenditure requested for these Master Agreement terms of five (5) years and six (6) months optional extensions is \$25.3 million.

SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

# IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT:

- 1. Approve and instruct the Chair to sign three-year Master Agreements, substantially to form of Attachment A, with the attached list of selected professional firms (Attachment B) to provide architectural and engineering services, on an as-needed basis, for the District. The initial term of the Master Agreements will be for three (3) years, with two (2) one-year renewal options and may also include an additional six (6) month-to-month extensions, not to exceed total possible agreement terms of five (5) years and six (6) months for each recommended firm as listed on Attachment B. These Master Agreements will become effective upon approval by the Board.
- 2. Authorize the Fire Chief, or his designee, to amend, suspend and/or terminate these Master Agreements, in accordance with the District's Master Agreements for architectural and engineering services. In addition, delegate authority to the Fire Chief, or his designee, to amend these Master Agreements as described above.
- 3. Approve a spending authority increase to the District's architectural and engineering services from \$1.5 million to \$4.6 million annually for a total of \$25.3 million for the term of these Master Agreements which include an initial three (3) years, two (2) one-year renewal options, and six (6) month-to-month extensions.
- 4. Authorize the total agreement expenditures for the first three (3) years and two (2) one-year renewal options at \$23 million, in an amount not to exceed \$4.6 million per year. In addition, authorize the total agreement expenditure for the six (6) month-to-month extensions at \$2.3 million which represents one-half (1/2) of the annual requested authority. These expenditures represent the Board approved overall authority of \$4.6 million annually for the District's architectural and engineering services.
- 5. Find that these Master Agreements are exempt from the provisions of the California Environmental Quality Act (CEQA).

### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The District currently provides fire protection services in 58 contract cities which include 2,288 square miles, over 4,000,000 residents, and approximately 200 fire stations which are located throughout Los Angeles County. On August 2, 2009, eight (8) architectural and engineering services agreements with the District expired. The District requires the technical expertise and knowledge of architectural and engineering professionals to assist in the modification of pre-existing facilities and the proper maintenance of these

facilities allows the District to meet building code requirements and maintain safe and effective facilities for District employees and its surrounding communities. Board approval will enable the District to continue to receive these services on an as needed, part-time or intermittent basis.

The District is also requesting an increase to the spending authority for these Master Agreements for the following reasons: 1) The District's current Fire Protection Agreement with the State of California Department of Forestry and Fire Protection provides capital outlay funding for District facility improvements. 2) The District has initiated an energy management system that must comply with new regulations for potable water systems and environmental programs. Due to the rising costs in labor and the obligations associated with these facility improvements, the District is requesting an increase to the current Board approved annual contract authority from \$1.5 million to \$4.6 million.

The approval of the increase will accommodate the changes for facility improvements in accordance with the District's agreement with the State of California Department of Forestry and Fire-Protection and to comply with Federal and State regulations regarding its newly implemented energy management systems.

There will be no rate increases for these services which is in accordance with the terms and conditions of the District's Master Agreements for Architectural and Engineering Services.

## Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with all of the County's Strategic Plan goals including its mission and values. Improvements to current facilities will allow better facility and service efficiency, and create a positive working environment.

### FISCAL IMPACT/FINANCING

The District's 2009-2010 adopted budget includes sufficient funding for the Master Agreements for Architectural and Engineering Services. There is no impact to net County cost.

## FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The District recommends award of these Master Agreements utilizing a standard Master Agreement (Attachment A). On August 2, 2009, eight (8) architectural and engineering services agreements expired.

Upon final analysis and consideration of these awards, firms were selected without regard to race, color, creed, or national origin.

## **ENVIRONMENTAL DOCUMENTATION**

The services provided through these Master Agreements will not have a significant effect on the environment and are therefore exempt from CEQA, pursuant to Section 15061(b) (3) of the CEQA Guidelines.

### **CONTRACTING PROCESS**

Prior to the release of the Request for Statement of Qualifications (RFSQ), the District consulted with both the Architectural Evaluation Board (AEB) and County Counsel of its intent to open the solicitation to the general public. The District was granted permission to solicit for services independently based on the anticipation of generally smaller scale/budget projects.

The District issued an RFSQ seeking Statement of Qualifications (SOQs) from interested architectural and engineering firms capable of providing services as described in the Scope of Work (SOW), for the District. Solicitations were posted in five (5) local community newspapers and on the County's WebVen website. Responses were received from thirty-two (32) firms and after reviewing their SOQs for compliance with the RFSQs minimum requirements, the District is recommending thirteen (13) firms for Master Agreements.

After evaluating the firms as listed in Attachment B, the District has determined that they will comply with all of the County policies including the Community Business Enterprises Program (Attachment C), Child Support Compliance Program, Contractor's Responsibility and Debarment Program, Safely Surrendered Baby Law, and the Contractor Employee Jury Services Program. These firms agree to maintain compliance with all master agreement requirements throughout the term of their master agreements with the District. In addition, the District has reviewed the recommended firms past performances and negative experiences, as submitted in their SOQs, and has found that there are currently no issues against these firms that would prevent them from contracting with the District. Therefore, the District has accepted these firms and hereby recommends them for final award of Master Agreements.

These Master Agreements do <u>not</u> include COLAs. The firms were evaluated and deemed capable of performing the services requested, based on their qualifications and experiences as stated in their SOQ.

### IMPACT ON CURRENT SERVICES

The District has obtained these services through agreements on an as-needed basis. Approval of these recommended firms will allow the District to continue to obtain architectural and engineering services.

No significant impact will be made to the District's current services or to employees of the District or County.

## **CONCLUSION**

Upon execution by your Honorable Board, the District requests that the Executive Office of the Board notify the District's Contract Administrator, Lucy Guadiana at (323) 838-2275 when the documents become available.

Respectfully submitted,

P. MICHAEL FREEMAN

PMF:slr

Attachments (3)

c: Chief Executive Officer Acting County Counsel

Executive Officer, Board of Supervisors



### **COUNTY OF LOS ANGELES**

#### FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE LOS ANGELES, CALIFORNIA 90063-3294 (323) 881-2401

P. MICHAEL FREEMAN FIRE CHIEF FORESTER & FIRE WARDEN

# ATTACHMENT A

#### SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

#### **MASTER AGREEMENT**



### BY AND BETWEEN

# CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

**AND** 

(CONTRACTOR)

**FOR** 

ARCHITECTURAL AND ENGINEERING SERVICES



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#### **STANDARD EXHIBITS**

- A DISTRICT'S ADMINISTRATION
- **B** CONTRACTOR'S ADMINISTRATION
- C CONTRACTOR'S EEO CERTIFICATION
- D JURY SERVICE ORDINANCE
- **E** SAFELY SURRENDERED BABY LAW
- **F** SAMPLE WORK ORDER FORMAT
  - F1 FIXED PRICE PER DELIVERABLE BASIS
- **G** FORMS REQUIRED FOR EACH WORK ORDER BEFORE WORK BEGINS

#### **UNIQUE EXHIBITS**

- H FORMS REQUIRED AT COMPLETION OF EACH WORK ORDER INVOLVING INTELLECTUAL PROPERTY THAT IS DEVELOPED/DESIGNED BY CONTRACTOR
  - H1 INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF COPYRIGHT
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  - H3 NOTARY STATEMENT FOR ASSIGNMENT AND TRANSFER OF COPYRIGHT

#### WORK ORDERS EXECUTED UNDER THIS MASTER AGREEMENT

I SUBSEQUENT EXECUTED WORK ORDERS (not attached)



## **Master Agreement**

### Between

## **CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY**

and
for
ARCHITECTUAL AND ENGINEERING SERVICES
This Master Agreement and Exhibits made and entered into this day o, 2009 by and between the, CONSOLIDATED FIRE
PROTECTION DISTRICT OF LOS ANGELES COUNTY, hereinafter referred to as District and, hereinafter referred to as
Contractor, to provide Architectural and Engineering Services.
RECITALS  WHEREAS, the District may contract with private businesses for Architectural and Engineering Services when certain requirements are met; and
WHEREAS, the Contractor is a private firm specializing in providing Architectural and Engineering Services; and
WHEREAS, this Master Agreement is therefore authorized under California Codes Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services; and
WHEREAS, the Board of Supervisors has authorized the District's Fire Chief or his/he designee to execute and administer this Master Agreement; and
NOW THEREFORE, in consideration of the mutual covenants contained herein, and fo good and valuable consideration, the parties agree to the following:



#### 1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, and I are attached to and form a part of this Master Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Master Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Master Agreement and then to the Exhibits according to the following priority:

#### **Standard Exhibits:**

Exhibit A - District's Administration

Exhibit B - Contractor's Administration

Exhibit C - Contractor's EEO Certification

Exhibit D - Jury Service Ordinance

Exhibit E - Safely Surrendered Baby Law

Exhibit F- Sample Work Order Format

Exhibit G - Forms Required For Each Work Order Before Work Begins

#### **Unique Exhibits:**

Exhibit H - Forms Required at Completion of Each Work Order Involving Intellectual Property that is Developed/Designed by Contractor

#### **Work Orders Executed Under This Master Agreement:**

Exhibit I - Subsequent Executed Work Orders

This Master Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Master Agreements, written and oral, and all communications between the parties relating to the subject matter of this Master Agreement. No change to this Master Agreement shall be valid unless prepared pursuant to sub-paragraph 8.1 - Amendments and signed by both parties.

#### 2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1 Active Contractor: Identifies a Qualified Contractor who is in compliance with the terms and conditions and whose evidence of insurance requirements have all been received by the District and are valid and in effect at the time of a given Work Order award. As used herein, the terms Active Contractor and Contractor may be used interchangeably throughout this document.



- 2.2 Contract: Interchangeable term with Master Agreement as listed in subparagraph2.11 of this section.
- **2.3 Contractor Project Manager:** The individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement award.
- 2.4 District Master Agreement Program Director (MAPD): Person designated by Director with authority to negotiate and recommend all changes on behalf of District.
- 2.5 District Contract Administrator: Person designated by the Director to ensure that the objectives of this Master Agreement are met and make changes and/or amendments to the terms and conditions as set forth herein of this Master Agreement.
- 2.6 District Project Manager: Person designated by the Director with authority to approve all Work Order solicitations and executions, designated as chief contact person with respect to the day-to-day administration of the Master Agreement, and is responsible for coordinating and monitoring the Work Order.
- **2.7 Day(s):** Calendar day(s) unless otherwise specified.
- **2.8 Director:** District's Fire Chief or his/her designee.
- **2.9 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.10 Master Agreement: District's standard agreement executed between District and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders.
- **Qualified Contractor:** A Contractor who has submitted a Statement of Qualifications (SOQ) in response to District's Request for Statement of Qualifications (RFSQ); has met the minimum qualifications listed in the RFSQ, and has an executed Master Agreement with the District.
- **2.12 Request For Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of Qualified Vendors to provide services through Master Agreements.
- **2.13 Statement of Qualifications (SOQ):** A Contractor's response to an RFSQ.
- **2.14 Statement (Scope) of Work:** A written description of tasks and/or deliverables desired by District for a specific Work Order (*Appendix I*).
- 2.15 Work Order: A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and/or provision of deliverables as described in a specification or a Statement (Scope) of Work. Each Work Order shall result from bids, solicited by and tendered to District, by Qualified Contractors. Unless otherwise specified in the Work Order Availability



Notice, District shall select the lowest cost, qualified bid responding to the requirements of the proposed Work Order. No work shall be performed by Contractors except in accordance with validly bid and executed Work Orders.

**2.16 Design Manual:** A manual with specific instructions on providing services and tasks under this Agreement (*Appendix K*).

#### **3.0 WORK**

- 3.1 Pursuant to the provisions of this Master Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2 Work Orders shall generally conform to *Exhibit F1*, as the Work Orders are to be performed on fixed prices per deliverable basis as determined by the District. Each Work Order shall include an attached Statement (Scope) of Work, which shall describe in detail the particular project and the work required for the performance thereof. Payment for all work shall be on a fixed priced per deliverable basis, subject to the Total Maximum Amount specified on each individual Work Order.
- 3.3 If Contractor provides any task, deliverable, service, or other work to the District that utilizes other than approved Contractor Personnel, and/or that goes beyond the Work Order expiration date, and/or that exceeds the Total Maximum Amount as specified in the Work Order as originally written or modified in accordance with sub-paragraph 8.1, Amendments, these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against the District.
- 3.4 District procedures for issuing and executing Work Orders are as set forth in this sub-paragraph 3.4. Upon determination by District to issue a Work Order solicitation, District shall issue a Work Order solicitation containing a Statement (Scope) of Work to all Master Agreement Qualified Contractors. Each interested Qualified Contractor so contacted shall submit a bid to the District address and within the timeframe specified in the solicitation. Failure of Contractor to provide a bid within the specified timeframe may disqualify Contractor for that particular Work Order.
- 3.5 Upon completion of evaluations, District shall execute the Work Order by and through the District staff identified in this Master Agreement with the lowest cost Qualified Contractor unless the Work Order solicitation specifies bid evaluation criteria other than lowest cost. It is understood by Contractor that District's competitive bidding procedure may have the effect that no Work Orders are awarded to some Master Agreement Qualified Contractors. Work Orders are usually issued for periods not extending past the end of District's current fiscal year



(June 30<sup>th</sup>) with the exception of Work Orders for as needed services, which may be issued to correspond with the term of the Master Agreement. However, at such time the Work Order is only extended through the end of the fiscal year, District may either rebid the Work Order tasks or extend the Work Order if technical or cost circumstances require it.

- 3.6 District estimates that selection of any Contractor shall occur within five (5) business days of completion of the evaluations of the particular Work Order bids. Following selection, all Contractors selected must be available to meet with District on the starting date specified in the Work Order. Inability of Contractor to comply with such commencement date may be cause for disqualification of Contractor from the particular Work Order as determined in the sole discretion of District's Project Manager.
- 3.7 In the event Contractor defaults three times under sub-paragraph 3.6 within a given District fiscal year, then District may terminate this Master Agreement pursuant to Sub-paragraph 8.42, Termination for Default.

#### 4.0 TERM OF MASTER AGREEMENT

- 4.1 This Master Agreement shall be three (3) years commencing after execution by District's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Agreement.
- 4.2 The District shall have the sole option to extend the Master Agreement term for up to two (2) additional one-year periods and six (6) month to month extensions, for a maximum total Master Agreement term of five (5) years and six (6) months. Each such option and extension shall be exercised at the sole discretion of the District's Fire Chief or his/her designee as authorized by the Board of Supervisors.
- 4.3 Contractor shall notify the District when this Master Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the District at the address herein provided in Exhibit A.

#### 5.0 CONTRACT SUM

5.1 Contractor shall not be entitled to any payment by the District under this Master Agreement except pursuant to validly executed and satisfactorily performed Work Orders. In each year of this Master Agreement, the total of all amounts actually expended by District hereunder ("maximum annual expenditures") may not exceed amounts allocated to the District by the District Board of Supervisors in their approved budgets. The District has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such annual expenditures for the duration of



the Master Agreement is the Contract Sum.

5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the District's express prior written approval.

## 5.3 No Payment for Services Provided Following Expiration / Termination of Master Agreement

Contractor shall have no claim against District for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Master Agreement. Should Contractor receive any such payment it shall immediately notify District and shall immediately repay all such funds to the District. Payment by District for services rendered after expiration/termination of this Master Agreement shall not constitute a waiver of District's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Master Agreement.

#### 5.4 Invoices and Payments

- 5.4.1 For providing the tasks, deliverables, services, and other work authorized pursuant to this Master Agreement, Contractor shall separately invoice District for each Work Order by deliverable, as the work will be performed on a fixed price per deliverable basis (see *Exhibit F1*).
- 5.4.2 Payment for all work shall be on a fixed price per deliverable basis, subject to the Total Maximum Amount specified in each Work Order less any amounts assessed in accordance with sub-paragraph 8.25, Liquidated Damages.
- 5.4.3 District shall not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc.
- 5.4.4 All work performed by, and all invoices submitted by, Contractor pursuant to Work Orders issued hereunder must receive the written approval of District's Project Manager, who shall be responsible for a detailed evaluation of Contractor's performance before approval of work and/or payment of invoices is permitted.



5.4.5 Invoices under this Master Agreement shall be submitted to the address(es) set forth in the applicable Work Order.

#### 5.4.6 Invoice Content

The period of performance specified in Contractor's invoice(s) must coincide with the period of performance specified in the applicable Work Order.

#### 5.4.7 Fixed Price Per Deliverable

Each invoice submitted by Contractor shall specify:

- District numbers of the Work Order and Contractor's Master Agreement;
- Period of performance of work being invoiced;
- Name(s) of persons who performed the work;
- A brief description of the deliverable(s) for which payment is claimed, the respective number(s) assigned to the deliverable(s), and the individual amount being billed for each deliverable; and
- The total amount of the invoice.
- 5.4.8 Payment to the Contractor shall be made on an arrears basis, upon acceptance of completed work by the District, provided that the Contractor is not in default under any provision of this Master Agreement. Contractor is to provide the completed ORIGINAL invoice along with one (1) copy to the following address:

CONSOLIDATED FIRE PROTECTION DISTRICT
OF LOS ANGELES COUNTY
FINANCIAL MANAGEMENT DIVISION
EXPENDITURE MANAGEMENT
PO BOX 910901
COMMERCE CA 90091

Contractor shall send one (1) copy of the invoice to the District's Project Manager in addition to sending invoices to Financial Management Division. The District's Project Manager shall review and approval all invoice of payment that meet the criteria as set forth in this Master Agreement. The copy shall be mailed or faxed to:

KRISTINA HAJJAR, DIRECTOR OF COMMUNICATIONS
CONSOLIDATED FIRE PROTECTION DISTRICT
OF LOS ANGELES COUNTY
ORGANIZATIONAL DEVELOPMENT
1320 NORTH EASTERN AVENUE ROOM 273



#### **LOS ANGELES CA 90063**

Fax: (323) 2662-3906

#### 5.4.9 District Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the District's Project Manager prior to any payment thereof. In no event shall the District be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonable withheld.

## 5.4.10 <u>Local Small Business Enterprises – Prompt Payment Program</u> (if applicable)

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

#### 6.0 ADMINISTRATION OF MASTER AGREEMENT - DISTRICT

#### **DISTRICT ADMINISTRATION**

A listing of all District Administration referenced in the following sub-paragraphs is designated in *Exhibit A*. The District shall notify the Contractor in writing of any change in the names or addresses shown.

#### 6.1 District's Master Agreement Program Director (MAPD)

The MAPD has the authority to negotiate, recommend all changes to this Master Agreement, and resolve disputes between the District and Contractor.

#### 6.2 District's Contract Administrator

The responsibilities of the District's Contract Administrator include:

- ensuring that the objectives of this Master Agreement are met;
- making changes in the terms and conditions of this Master Agreement in accordance with Sub-paragraph 8.4, Change Notices and Amendments;
- providing direction to Contractor in the areas relating to District policy, information requirements, and procedural requirements.

#### 6.3 District's Project Manager

The District's Project Manager, or designee, is the approving authority for individual Work Order solicitations and executions. The responsibilities include:

 ensuring that the technical standards and task requirements articulated in the individual Work Order are satisfactorily complied with, and shall provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform Work Orders;



- coordinating and monitoring the work of Contractor personnel assigned to the Project Manager's specific projects, and for ensuring that this Master Agreement's objectives are met;
- monitoring, evaluating and reporting Contractor performance and progress on the Work Order;
- coordinating with Contractor's Project Manager, on a regular basis, regarding the performance of Contractor's personnel on each particular project;
- providing direction to Contractor in the areas relating to District policy, information requirements, and procedural requirements.

District's Project Managers are not authorized to make any changes in Work Order labor rates, dollar totals or periods of performance, or in the terms and conditions of this Master Agreement, except through formally prepared Amendments, sub-paragraph 8.1.

The District's Project Manager is the District's chief contact person with respect to the day-to-day administration of this Master Agreement. The Project Manager shall prepare and issue Work Orders and any Work Order Amendments thereto, and generally be the first person for Contractor to contact with any questions.

#### 7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR

#### **CONTRACTOR'S ADMINISTRATION**

#### 7.1 Contractor's Project Manager

- 7.1.1 Contractor's Project Manager is designated in *Exhibit B*. The Contractor shall notify the District in writing of any change in the name or address of the Contractor's Project Manager.
- 7.1.2 Contractor's Project Manager shall be responsible for Contractor's dayto-day activities as related to this Master Agreement and shall coordinate with District's Project Manager on a regular basis with respect to all active Work Orders.

#### 7.2 Contractor's Authorized Official(s)

- 7.2.1 Contractor's Authorized Official(s) are designated in *Exhibit B*. Contractor shall promptly notify District in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).
- 7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of Contractor.

#### 7.3 Approval of Contractor's Staff

District has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff,



including, but not limited to, Contractor's Project Manager. Contractor shall provide District with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

#### 7.4 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff providing services under this Master Agreement with a photo identification badge.

#### 7.5 Background and Security Investigations

- 7.5.1 At any time prior to or during the term of this Master Agreement, the District may require that all Contractor's staff performing work under this Master Agreement undergo and pass, to the satisfaction of District, a background investigation as a condition of beginning and continuing to work under this Agreement. District shall use its discretion in determining the method of background clearance to be used, up to and including a District performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.
- 7.5.2 If the Contractor's staff does not pass the background clearance investigation, the District may request that the Contractor's staff be immediately removed from working on the District Master Agreement at any time during the term of the Master Agreement. District will not provide to Contractor or to Contractor's staff any information obtained through the District's background clearance investigation.
- 7.5.3 District may immediately, at the sole discretion of the District, deny or terminate facility access to Contractor's staff that do not pass such investigation(s) to the satisfaction of the District whose background or conduct is incompatible with District facility access.
- 7.5.4 Disqualification, if any, of Contractor's staff, pursuant to this subparagraph 7.5, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

#### 7.6 Confidentiality

7.6.1. Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, District policies



- concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor shall indemnify, defend, and hold harmless District, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by District in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by District. Notwithstanding the preceding sentence, District shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide District with a full and adequate defense, as determined by District in its sole judgment, District shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by District in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of District without District's prior written approval.
- 7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G3.

#### 8.0 STANDARD TERMS AND CONDITIONS

#### 8.1 Amendments

8.1.1 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement. The District reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such orders, an Amendment to the Master Agreement shall be prepared and executed by the Contractor and by the District's Fire Chief or his/her designee.



8.1.2 The District's Fire Chief or his/her designee may, at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Master Agreement. The Contractor agrees that such extensions of time shall not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Master Agreement shall be prepared and executed by the Contractor and by District's Fire Chief or his/her designee.

#### 8.1.3 Addition of Skilled Categories/Technical Specializations

An Amendment to the Master Agreement shall be prepared and executed by the Contractor and by District's Fire Chief or his/her designee to add or delete Skilled Categories or Technical Specializations.

#### 8.2 Assignment and Delegation

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Master Agreement, or both, whether in whole or in part, without the prior written consent of District, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, District consent shall require a written amendment to the Master Agreement, which is formally approved and executed by the parties. Any payments by the District to any approved delegate or assignee on any claim under this Master Agreement shall be deductible, at District's sole discretion, against the claims, which the Contractor may have against the District.
- 8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Master Agreement, such disposition is an assignment requiring the prior written consent of District in accordance with applicable provisions of this Master Agreement.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without District's express



prior written approval, shall be a material breach of the Master Agreement which may result in the termination of this Master Agreement. In the event of such termination, District shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

#### 8.3 Authorization Warranty

The Contractor represents and warrants that the person executing this Master Agreement for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Master Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

#### 8.4 Complaints

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.4.1 Within thirty (30) business days after the Master Agreement effective date, the Contractor shall provide the District with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.4.2 The District will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.4.3 If the District requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for District approval.
- 8.4.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the District for approval before implementation.
- 8.4.5 The Contractor shall preliminarily investigate all complaints and notify the District's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.4.6 When complaints cannot be resolved informally, a system of followthrough shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.4.7 Copies of all written responses shall be sent to the District's Project Manager within three (3) business days of mailing to the complainant.

#### 8.5 Compliance with Applicable Law

8.5.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by



reference. Any violation of applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby shall constitute a material breach of this Contract.

8.5.2 Contractor shall indemnify, defend, and hold harmless District, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by District in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by District. Notwithstanding the preceding sentence, District shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide District with a full and adequate defense, as determined by District in its sole judgment, District shall be entitled to retain its own including, without limitation, District counsel, Counsel. reimbursement from Contractor for all such costs and expenses incurred by District in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of District without District's prior written approval.

#### 8.6 Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement. The Contractor shall comply with *Exhibit C - Contractor's EEO Certification*.



#### 8.7 Compliance with District's Jury Service Program

8.7.1 <u>Jury Service Program</u>: This Master Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as *Exhibit D* and incorporated by reference into and made part of this Master Agreement.

#### 8.7.2 Written Employee Jury Service Policy:

- Unless Contractor has demonstrated to the District's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- 2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County and/or District or a subcontract with a County and/or District Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County and/or District contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County and/or District, or 2) Contractor has a longstanding practice that defines the lesser number of hours as fulltime. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the District under the Master Agreement, the subcontractor shall also



- be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
- 3. If Contractor is not required to comply with the Jury Service Program when the Master Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify District if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The District may also require, at any time during the Master Agreement and at its sole discretion, that Contractor demonstrate to the District's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
- 4. Contractor's violation of this sub-paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County and/or District may, in its sole discretion, terminate the Master Agreement and/or bar Contractor from the award of future County and/or District contracts for a period of time consistent with the seriousness of the breach.

#### 8.8 Conflict of Interest

8.8.1 No District employee whose position with the District enables such employee to influence the award of this Master Agreement or any competing Master Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Master Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the District's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the District's approval or ongoing evaluation of such work.



8.8.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the District. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph 8.8 shall be a material breach of this Master Agreement.

### 8.9 Consideration of Hiring County Employees Targeted For Layoff or Re-Employment List

Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County and/or District employees who are targeted for layoff or qualified, former County and/or District employees who are on a re-employment list during the life of this Master Agreement.

#### 8.10 Consideration of Hiring Gain / Grow Program Participants

- 8.10.1 Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The District will refer GAIN/GROW participants by job category to the Contractor.
- 8.10.2 In the event that both laid-off County and/or District employees and GAIN/GROW participants are available for hiring, County and/or District employees shall be given first priority.

#### 8.11 Contractor Responsibility and Debarment

#### 8.11.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and



experience to satisfactorily perform the Master Agreement. It is the County's policy to conduct business only with responsible Contractors.

#### 8.11.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in this Master Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

#### 8.11.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

#### 8.11.4 Contractor Hearing Board

- If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so,



the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

- 3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- 5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor



- Hearing Board pursuant to the same procedures as for a debarment hearing.
- 6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### 8.11.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of District Contractors.

## 8.12 Contractor's Acknowledgement of District's Commitment to the Safely Surrendered Baby Law

The Contractor acknowledges that the District places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the District's policy to encourage all District Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at <a href="https://www.babysafela.org">www.babysafela.org</a>.

## 8.13 Contractor's Warranty of Adherence to District's Child Support Compliance Program

- 8.13.1 The Contractor acknowledges that the District has established a goal of ensuring that all individuals who benefit financially from the District through Purchase Order or Master Agreement are in compliance with their courtordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the District and its taxpayers.
- 8.13.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Master Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Master Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code



Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

#### 8.14 District's Quality Assurance Plan

The District or its agent will evaluate the Contractor's performance under this Master Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Master Agreement terms and conditions and performance standards. Contractor deficiencies which the District determines are severe or continuing and that may place performance of the Master Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the District and the Contractor. If improvement does not occur consistent with the corrective action measures, the District may terminate this Master Agreement or impose other penalties as specified in this Master Agreement.

#### 8.15 Damage to District Facilities, Buildings or Grounds

- 8.15.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to District facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.15.2 If Contractor fails to make timely repairs, District may make any necessary repairs. All costs incurred by District, as determined by District, for such repairs shall be repaid by Contractor by cash payment upon demand.

#### 8.16 Employment Eligibility Verification

8.16.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Master Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the



period prescribed by law.

8.16.2 The Contractor shall indemnify, defend, and hold harmless, the County and/or District, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County and/or District or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Master Agreement.

#### 8.17 Intentionally Omitted

#### 8.18 Fair Labor Standards

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and/or District and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County and/or District may be found jointly or solely liable.

#### 8.19 Force Majeure

- 8.19.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Master Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this subparagraph as "force majeure events").
- 8.19.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.



8.19.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

#### 8.20 Governing Law, Jurisdiction, and Venue

This Master Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Master Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

#### 8.21 Independent Contractor Status

- 8.21.1 This Master Agreement is by and between the District and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the District and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.21.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement all compensation and benefits. The District shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.21.3 The Contractor understands and agrees that all persons performing work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the District. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Master Agreement.
- 8.21.4 The Contractor shall adhere to the provisions stated in sub-paragraph 7.6 Confidentiality.



#### 8.22 Indemnification

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Master Agreement.

#### 8.23 General Insurance Requirements

Without limiting the Contractor's indemnification of the District and during the term of this Master Agreement, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Master Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the District. Such coverage shall be provided and maintained at the Contractor's own expense.

8.23.1 <u>Evidence of Insurance</u>: Certificate(s) or other evidence of coverage satisfactory to the District shall be delivered to:

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY CONTRACTS SECTION 5801 SOUTH EASTERN AVENUE SUITE 100 COMMERCE CA 90040-4001

prior to commencing services under this Master Agreement. Such certificates or other evidence shall:

- Specifically identify this Master Agreement;
- Clearly evidence all coverages required in this Master Agreement;
- Contain the express condition that the District is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Master Agreement; and
- Identify any deductibles or self-insured retentions for the



District's approval. The District retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the District, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

- 8.23.2 <u>Insurer Financial Ratings:</u> Insurance is to be provided by an insurance company acceptable to the District with an A.M. Best rating of not less than A:VII unless otherwise approved by the District.
- 8.23.3 Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the District, shall constitute a material breach of the Master Agreement upon which the District may immediately terminate or suspend this Master Agreement. The District, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the District may purchase such required insurance coverage, and without further notice to the Contractor, the District may deduct from sums due to the Contractor any premium costs advanced by the District for such insurance.
- 8.23.4 <u>Notification of Incidents, Claims or Suits: Contractor shall report to the</u>
  District:
  - Any accident or incident relating to services performed under this Master Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the District. Such report shall be made in writing within 24 hours of occurrence.
  - Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Master Agreement.
  - Any injury to a Contractor employee that occurs on District property. This report shall be submitted on a District "Nonemployee Injury Report" to the District Project Manager.
  - Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of District property, monies or securities



entrusted to the Contractor under the terms of this Master Agreement.

- 8.23.5 <u>Compensation for District Costs:</u> In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Master Agreement, and such failure to comply results in any costs to the District, the Contractor shall pay full compensation for all costs incurred by the District.
- 8.23.6 <u>Insurance Coverage Requirements for Subcontractors:</u> The Contractor shall ensure any and all subcontractors performing services under this Master Agreement meet the insurance requirements of this Master Agreement by either:
  - The Contractor providing evidence of insurance covering the activities of subcontractors, or
  - The Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The District retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

#### 8.24 Insurance Coverage Requirements

8.24.1 <u>General Liability</u> insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate: \$4 million
Products/Completed Operations Aggregate: \$4 million
Personal and Advertising Injury: \$2 million
Each Occurrence: \$2 million

- 8.24.2 <u>Automobile Liability</u> written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than **\$1 million** for each accident. Such insurance shall include coverage for all "owned", "hired" and "nonowned" vehicles, or coverage for "any auto".
- 8.24.3 Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability



coverage with limits of not less than the following:

Each Accident: \$1 million

Disease - policy limit: \$1 million

Disease - each employee: \$1 million

8.24.4 <u>Professional Liability</u> insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$2 million per occurrence and \$4 million aggregate. The coverage also shall provider an extended two year reporting period commencing upon termination or cancellation of this agreement.

#### 8.25 Liquidated Damages

- 8.25.1 If, in the judgment of the District's Master Agreement Program Director, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the District, will be forwarded to the Contractor by the District's Master Agreement Program Director or his/her designee, in a written notice describing the reasons for said action.
- 8.25.2 If the District's Master Agreement Program Director or his/her designee determines that there are deficiencies in the performance of this Master Agreement that the District's Master Agreement Program Director or his/her designee, deems are correctable by the Contractor over a certain time span, the District's Master Agreement Program Director or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the District's Master Agreement Program Director or his/her designee may:
  - (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
  - (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is



One Hundred Dollars (\$100) per day per infraction, or as may be specified in any *Performance Requirements Summary (PRS) Charts* in future Work Orders, and that the Contractor shall be liable to the District for liquidated damages in said amount. Said amount shall be deducted from the District's payment to the Contractor; and/or

- (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the District for completion of the work by an alternate source, whether it be District forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the District, as determined by the District.
- 8.25.3 The action noted in sub-paragraph 8.25.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the District cost due to the failure of the Contractor to complete or comply with the provisions of this Master Agreement.
- 8.25.4 This sub-paragraph shall not, in any manner, restrict or limit the District's right to damages for any breach of this Master Agreement provided by law or as specified in the PRS or sub-paragraph 8.25.2, and shall not, in any manner, restrict or limit the District's right to terminate this Master Agreement as agreed to herein.

#### 8.26 Most Favored Public Entity

If the Contractor's prices decline, or should the Contractor at any time during the term of this Master Agreement provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Master Agreement, then such lower prices shall be immediately extended to the District.

#### 8.27 Nondiscrimination and Affirmative Action

- 8.27.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.27.2 The Contractor shall certify to, and comply with, the provisions of *Exhibit C* Contractor's *EEO Certification*.
- 8.27.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without



regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.27.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.27.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.
- 8.27.6 The Contractor shall allow District representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.27 when so requested by the District.
- 8.27.7 If the District finds that any provisions of this sub-paragraph 8.27 have been violated, such violation shall constitute a material breach of this Master Agreement upon which the District may terminate or suspend this Master Agreement. While the District reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the District that the Contractor has violated the anti-discrimination provisions of this Master Agreement.
- 8.27.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, the District shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for



each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

#### 8.28 Non Exclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Master Agreement shall not restrict the District from acquiring similar, equal or like goods and/or services from other entities or sources.

#### 8.29 Notice of Delays

Except as otherwise provided under this Master Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Master Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

#### 8.30 Notice of Disputes

The Contractor shall bring to the attention of the District Project Manager any dispute between the District and the Contractor regarding the performance of services as stated in this Master Agreement. If the District Project Manager is not able to resolve the dispute, the District's Fire Chief or his/her designee shall resolve it.

#### 8.31 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

#### 8.32 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit E* of this Master Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

#### 8.33 Notices

All notices or demands required or permitted to be given or made under this Master Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the



parties as identified in *Exhibits A, District's Administration and B, Contractor's Administration*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The District's Master Agreement Program Director or his/her designee shall have the authority to issue all notices or demands required or permitted by the District under this Master Agreement.

#### 8.34 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Contractor and the District agree that, during the term of this Master Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

#### 8.35 Public Records Act

- 8.35.1 Any documents submitted by Contractor; all information obtained in connection with the District's right to audit and inspect Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.37 Record Retention and Inspection/Audit Settlement of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, become the exclusive property of the District. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The District shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 8.35.2 In the event the District is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of an SOQ marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

#### 8.36 Publicity

8.36.1 The Contractor shall not disclose any details in connection with this Master Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's



need to identify its services and related clients to sustain itself, the District shall not inhibit the Contractor from publishing its role under this Master Agreement within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Master Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the District without the prior written consent of the District's Project Manager. The District shall not unreasonably withhold written consent.
- 8.36.2 The Contractor may, without the prior written consent of District, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the District, provided that the requirements of this subparagraph 8.36 shall apply.

#### 8.37 Record Retention and Inspection / Audit Settlement

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Master Agreement. The Contractor agrees that the District, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Master Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Master Agreement and for a period of five (5) years thereafter unless the District's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the District's option, the Contractor shall pay the District for travel, per diem, and other costs incurred by the District to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.37.1 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement by any Federal or State auditor, or by



any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Master Agreement. The District shall make a reasonable effort to maintain the confidentiality of such audit report(s).

- 8.37.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph shall constitute a material breach of this Master Agreement upon which the District may terminate or suspend this Master Agreement.
- 8.37.3 If, at any time during the term of this Master Agreement or within five (5) years after the expiration or termination of this Master Agreement, representatives of the District may conduct an audit of the Contractor regarding the work performed under this Master Agreement, and if such audit finds that the District's dollar liability for any such work is less than payments made by the District to the Contractor, then the difference shall be either: a) repaid by the Contractor to the District by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the District, whether under this Master Agreement or otherwise. If such audit finds that the District's dollar liability for such work is more than the payments made by the District to the Contractor, then the difference shall be paid to the Contractor by the District by cash payment, provided that in no event shall the District's maximum obligation for this Master Agreement exceed the funds appropriated by the District for the purpose of this Master Agreement.

#### 8.38 Recycled Bond Paper

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Master Agreement.

#### 8.39 Subcontracting

- 8.39.1 The requirements of this Master Agreement may not be subcontracted by the Contractor without the advance approval of the District. Any attempt by the Contractor to subcontract without the prior consent of the District may be deemed a material breach of this Master Agreement.
- 8.39.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the District's request:



- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the District.
- 8.39.3 The Contractor shall indemnify and hold the County and/or District harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
- 8.39.4 The Contractor shall remain fully responsible for all performances required of it under this Master Agreement, including those that the Contractor has determined to subcontract, notwithstanding the District's approval of the Contractor's proposed subcontract.
- 8.39.5 The District's consent to subcontract shall not waive the District's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Master Agreement. The Contractor is responsible to notify its subcontractors of this District right.
- 8.39.6 The District's MAPD is authorized to act for and on behalf of the District with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the District, Contractor shall forward a fully executed subcontract to the District for their files.
- 8.39.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the District's consent to subcontract.
- 8.39.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the District from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

CONSOLIDATED FIRE PROTECTION DISTRICT OF
LOS ANGELES COUNTY
CONTRACTS SECTION
5801 SOUTH EASTERN AVENUE SUITE 100
COMMERCE CA 90040-4001

before any subcontractor employee may perform any work hereunder.



### 8.40 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.13 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default under this Master Agreement. Without limiting the rights and remedies available to the District under any other provision of this Master Agreement, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the District may terminate this Master Agreement pursuant to sub-paragraph 8.42 - Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

#### 8.41 Termination for Convenience

- 8.41.1 District may terminate this Master Agreement, and any Work Order issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by the District, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.
- 8.41.2 After receipt of a notice of termination and except as otherwise directed by the District, the Contractor shall immediately:
  - Stop work under the Work Order or under this Master Agreement, as identified in such notice;
  - Transfer title and deliver to District all completed work and work in process; and
  - Complete performance of such part of the work as shall not have been terminated by such notice.
- 8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement or Work Order shall be maintained by the Contractor in accordance with sub-paragraph 8.37, Record Retention & Inspection/Audit Settlement.

#### 8.42 Termination for Default

8.42.1 The District may, by written notice to the Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of District's Project Manager:



- Contractor has materially breached this Master Agreement;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement or any Work Order issued hereunder; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Work Order issued under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the District may authorize in writing) after receipt of written notice from the District specifying such failure.
- 8.42.2 In the event that the District terminates this Master Agreement in whole or in part as provided in sub-paragraph 8.42.1, the District may procure, upon such terms and in such manner as the District may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the District for any and all excess costs incurred by the District, as determined by the District, for such similar goods and services. The Contractor shall continue the performance of this Master Agreement to the extent not terminated under the provisions of this sub-paragraph.
- 8.42.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in subparagraph 8.42.2 if its failure to perform this Master Agreement, including any Work Order issued hereunder, arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the District in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this



- sub-paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.
- 8.42.4 If, after the District has given notice of termination under the provisions of this sub-paragraph 8.42, it is determined by the District that the Contractor was not in default under the provisions of this sub-paragraph 8.42, or that the default was excusable under the provisions of sub-paragraph 8.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.41 Termination for Convenience.
- 8.42.5 The rights and remedies of the District provided in this sub-paragraph 8.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

#### 8.43 Termination for Improper Consideration

- 8.43.1 The District may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Master Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County and/or District officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Master Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Master Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.43.2 The Contractor shall immediately report any attempt by a County and/or District officer or employee to solicit such improper consideration. The report shall be made either to the District manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.43.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

#### 8.44 Termination for Insolvency

- 8.44.1 The District may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:
  - Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60)



days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.
- 8.44.2 The rights and remedies of the District provided in this sub-paragraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

#### 8.45 Termination for Non-Adherence of County Lobbyist Ordinance

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Master Agreement, upon which the District may in its sole discretion, immediately terminate or suspend this Master Agreement.

#### 8.46 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Master Agreement, the District shall not be obligated for the Contractor's performance hereunder or by any provision of this Master Agreement during any of the District's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Master Agreement in the District's Budget for each such future fiscal year. In the event that funds are not appropriated for this Master Agreement, then this Master Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The District shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

#### 8.47 Validity

If any provision of this Master Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Master Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.



#### 8.48 Waiver

No waiver by the District of any breach of any provision of this Master Agreement shall constitute a waiver of any other breach or of such provision. Failure of the District to enforce at any time, or from time to time, any provision of this Master Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

#### 8.49 Warranty Against Contingent Fees

- 8.49.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Master Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
- 8.49.2 For breach of this warranty, the District shall have the right to terminate this Master Agreement and, at its sole discretion, deduct from the Master Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### 9.0 UNIQUE TERMS AND CONDITIONS

#### 9.1 Local Small Business Enterprise (SBE) Preference Program

- 9.1.1 This Master Agreement is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 9.1.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- 9.1.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County and/or District official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 9.1.4 If Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason



of such certification has been awarded this Master Agreement/Work Order to which it would not otherwise have been entitled, shall:

- Pay to the District any difference between the work order amount and what the District's costs would have been if the work order had been properly awarded;
- In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the work order; and
- Be subject to the provisions of Chapter 2.202 of the Los Angeles
   County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and OAAC of this information prior to responding to a solicitation or accepting a contract award.

#### 9.2 Transitional Job Opportunities Preference Program

- 9.2.1 This Master Agreement is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.2.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.
- 9.2.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County and/or District official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.
- 9.2.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this work order to which it would not otherwise have been entitled, shall:



- Pay to the District any difference between the work order amount and what the District's costs would have been if the work order had been properly awarded;
- 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the work order; and
- Be subject to the provisions of Chapter 2.202 of the Los Angeles
   County Code (Determinations of Contractor Non-responsibility
   and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a work order award.



# AUTHORIZATION OF MASTER AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES

IN WITNESS WHEREOF, the Contractor has executed this Master Agreement, or caused it to be duly executed and the District, by order of its Board of Supervisors has caused this Master Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

	CONTRACTOR:
	ByName
	Title
	CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:
	By Chair, Board of Supervisors
ATTEST:	
SACHI A. HAMAI Executive Officer-Clerk of the Board of Supervisors	
Ву	
APPROVED AS TO FORM:	
Robert E. Kalunian Acting County Counsel	
By Senior Deputy County County	sel

# 77059

#### MASTER AGREEMENT



#### BY AND BETWEEN

# CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

AND

WRC CONSULTING SERVICES, INC.

**FOR** 

ARCHITECTURAL AND ENGINEERING SERVICES



### Master Agreement

#### Between

## CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

and

#### WRC CONSULTING SERVICES, INC.

for

#### ARCHITECTURAL AND ENGINEERING SERVICES

This Master Agreement	and Exhibits m	ade and entere	ed into this $\_{\it 1}$	of day of
SEPTEMBER	_, 2009 by and	d between the,	Consolidated F	ire Protection
District of Los Angeles County,	hereinafter refe	erred to as "Di	istrict" and WR0	Consulting
Services, Inc., hereinafter referre	ed to as "Contra	ctor", to provide	Architectural an	d Engineering
Services.				

#### **RECITALS**

WHEREAS, the District may contract with private businesses for Architectural and Engineering Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Architectural and Engineering Services; and

WHEREAS, this Master Agreement is therefore authorized under California Codes, Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services; and

WHEREAS, the Board of Supervisors has authorized the District's Fire Chief or his/her designee to execute and administer this Master Agreement; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:



### **AUTHORIZATION OF MASTER AGREEMENT FOR** ARCHITECTURAL AND ENGINEERING SERVICES

IN WITNESS WHEREOF, the Contractor has executed this Master Agreement, or caused it to be duly executed and the District, by order of its Board of Supervisors has caused this Master Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR:	WRC Consulting	Services,
	Inc	

By

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:

By

Chair Board of Supervisors

ATTEST:

SACHI A. HAMAI **Executive Officer-Clerk** of the Board of Supervisors

Deputy

APPROVED AS TO FORM:

Robert E. Kalunian Acting County Counsel

By

Senior Deputy County Counsel

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHLA, HAMAL Executive Officer

Clerk of the Board of Supervisors

BOARD OF SUPERVISORS

SEP 0 1 2009

# 09022

#### MASTER AGREEMENT



#### BY AND BETWEEN

# CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

**AND** 

**WILLIAM LOYD JONES ARCHITECT** 

FOR

**ARCHITECTURAL AND ENGINEERING SERVICES** 



### Master Agreement

#### Between

## CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

and

#### WILLIAM LOYD JONES ARCHITECT

for

#### ARCHITECTURAL AND ENGINEERING SERVICES

This Master Agreement and Exhibits made and entered into this <u>137</u> day of <u>SEPTEMBER</u> , 2009 by and between the, <u>Consolidated Fire Protection</u>
District of Los Angeles County, hereinafter referred to as "District" and William Loyd Jones
Architect, hereinafter referred to as "Contractor", to provide Architectural and Engineering
Services.
RECITALS

WHEREAS, the District may contract with private businesses for Architectural and Engineering Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Architectural and Engineering Services; and

WHEREAS, this Master Agreement is therefore authorized under California Codes, Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services; and

WHEREAS, the Board of Supervisors has authorized the District's Fire Chief or his/her designee to execute and administer this Master Agreement; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

Master Agreement	



# AUTHORIZATION OF MASTER AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES

IN WITNESS WHEREOF, the Contractor has executed this Master Agreement, or caused it to be duly executed and the District, by order of its Board of Supervisors has caused this Master Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR:	William Loyd Jones
. 1	Architect

Ву

Name

Title

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:

Ву

Chair, Board of Supervisors

ATTEST:

SACHI A. HAMAI Executive Officer-Clerk of the Board of Supervisors I hereby certify that pursuant to Section 25100 of the Government Code, delivery of this document has been made.

SACHIA. HAMA! Executive Officer

Clerk of the Board of Supervisors

Ву\_

eputy

APPROVED AS TO FORM:

Deputy

Robert E. Kalunian Acting County Counsel

By /

Senior Deputy County Counsel



#43 "

SEP 0 1 2009

Master Agreement

EXECUTIVE OFFICER

# I 90 22

#### MASTER AGREEMENT



#### BY AND BETWEEN

### CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

AND

**SWIFT LEE OFFICE (SLO)** 

**FOR** 

ARCHITECTURAL AND ENGINEERING SERVICES



### Master Agreement

#### Between

## CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

and

#### SWIFT LEE OFFICE (SLO)

for

#### ARCHITECTURAL AND ENGINEERING SERVICES

Th	nis	Maste	r Ag	reeme	nt an	d Ex	hibit	s ma	de a	nd e	entere	d into	this	187		day of
SEPTE	=>	IBE	2		,	2009	by	and	betv	/een	the,	Cons	olidate	d Fire	e Pr	otection
District of	Los	Ange	les C	County,	here	inafte	r re	ferrec	to a	s "D	istrict'	and	Swift	Lee O	ffice	(SLO),
hereinafter	ref	erred 1	o as	"Contra	actor"	to pr	ovid	e Arc	hitect	ural	and E	nginee	ering S	ervice	s.	

#### RECITALS

WHEREAS, the District may contract with private businesses for Architectural and Engineering Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Architectural and Engineering Services; and

WHEREAS, this Master Agreement is therefore authorized under California Codes, Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services; and

WHEREAS, the Board of Supervisors has authorized the District's Fire Chief or his/her designee to execute and administer this Master Agreement; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:



#### **AUTHORIZATION OF MASTER AGREEMENT FOR**

#### ARCHITECTURAL AND ENGINEERING SERVICES

IN WITNESS WHEREOF, the Contractor has executed this Master Agreement, or caused it to be duly executed and the District, by order of its Board of Supervisors has caused this Master Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: Swift Lee Office (SLO)

By

Name NATHON SWIFT

PARTNER

Title

CONSOLIDATED FIRE PROTECTION DISTRICT OF OS ANGELES COUNTY:

Ву

Chair, Board of Supervisors

ATTEST:

SACHI A. HAMAI Executive Officer-Clerk of the Board of Supervisors

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMA! Executive Officer Clerk of the Board of Supervisors

By Deputy

APPROVED AS TO FORM:

Robert E. Kalunian Acting County Counsel

By

Senior Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#43

SEP 0 1 2009

Master Agreement

SACHI A HAMAI EXECUTIVE OFFICER

# 77062

#### MASTER AGREEMENT



#### BY AND BETWEEN

### CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

AND

**GMPA ARCHITECTS** 

**FOR** 

ARCHITECTURAL AND ENGINEERING SERVICES



### **Master Agreement**

#### Between

## CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

and

#### **GMPA ARCHITECTS**

for

#### ARCHITECTURAL AND ENGINEERING SERVICES

This Master Agreement	and Exhibits made and entered into this day of
SEPTEMBER	, 2009 by and between the, Consolidated Fire Protection
District of Los Angeles County,	hereinafter referred to as "District" and GMPA Architects,
hereinafter referred to as "Contrac	tor", to provide Architectural and Engineering Services.

#### **RECITALS**

WHEREAS, the District may contract with private businesses for Architectural and Engineering Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Architectural and Engineering Services; and

WHEREAS, this Master Agreement is therefore authorized under California Codes, Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services; and

WHEREAS, the Board of Supervisors has authorized the District's Fire Chief or his/her designee to execute and administer this Master Agreement; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:



### **AUTHORIZATION OF MASTER AGREEMENT FOR** ARCHITECTURAL AND ENGINEERING SERVICES

IN WITNESS WHEREOF, the Contractor has executed this Master Agreement, or caused it to be duly executed and the District, by order of its Board of Supervisors has caused this Master Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: GMP	A Architects Inc
By Name	A Aromeoto, mo.
Title PRESENTEN	Τ
CONSOLIDATED FIRE DISTRICT OF LOS AND	
By Chair, Board of Su	pervisors
THE THINK I AVE	hereby certify that pursuant Section 25100 of the Govern Relivery of this cooperat has

ATTEST:

By

SACHI A. HAMAI Executive Officer-Clerk of the Board of Supervisors

to ment Code. been made.

> SACHULL MAI Executive Officer

Clerk of the Board of Supervisors

APPROVED AS TO FORM:

Robert E. Kalunian Acting County Counsel

By Senior Deputy County Counsel

Deputy

BOARD OF SUPERVISORS

SEP 0 1 2009

Master Agreement

SHUHI A. HAMAI EXECUTIVE OFFICER

# 89022

#### MASTER AGREEMENT



#### BY AND BETWEEN

### CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

**AND** 

### **ATI ARCHITECTS AND ENGINEERS**

**FOR** 

ARCHITECTURAL AND ENGINEERING SERVICES



### Master Agreement

#### Between

## CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

and

#### ATI ARCHITECTS AND ENGINEERS

for

#### ARCHITECTURAL AND ENGINEERING SERVICES

	nd Exhibits made and entered into this $257$ day of
SEPTEMBER	2009 by and between the, Consolidated Fire Protection
	ereinafter referred to as "District" and ATI Architects and
Engineers, hereinafter referred to	as "Contractor", to provide Architectural and Engineering
Services.	

#### **RECITALS**

WHEREAS, the District may contract with private businesses for Architectural and Engineering Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Architectural and Engineering Services; and

WHEREAS, this Master Agreement is therefore authorized under California Codes, Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services; and

WHEREAS, the Board of Supervisors has authorized the District's Fire Chief or his/her designee to execute and administer this Master Agreement; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:



#### **AUTHORIZATION OF MASTER AGREEMENT FOR**

#### ARCHITECTURAL AND ENGINEERING SERVICES

IN WITNESS WHEREOF, the Contractor has executed this Master Agreement, or caused it to be duly executed and the District, by order of its Board of Supervisors has caused this Master Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR:	ATI Architects and
2	Engineers

Ву

Name

Title

CONSOLIDATED FIRE PROTECTION DISTRICT OF DOS ANGELES COUNTY:

Ву

Chair, Board of Supervisors

ATTEST:

SACHI A. HAMAI Executive Officer-Clerk of the Board of Supervisors I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI Executive Officer

Clerk of the Board of Supervisors

Députy

Deputy APPROVED AS TO FORM:

Robert E. Kalunian Acting County Counsel

By

Senior Deputy County Counsel

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#43

SEP 0 1 2009

Master Agreement

SACHI A. HAMAI
EXECUTIVE OFFICER

# 77064 "

#### MASTER AGREEMENT



#### BY AND BETWEEN

# CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

AND

**LEWIS / SCHOEPLEIN ARCHITECTS** 

**FOR** 

ARCHITECTURAL AND ENGINEERING SERVICES



### Master Agreement

#### Between

## CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

and

#### LEWIS / SCHOEPLEIN ARCHITECTS

for

#### ARCHITECTURAL AND ENGINEERING SERVICES

#### RECITALS

WHEREAS, the District may contract with private businesses for Architectural and Engineering Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Architectural and Engineering Services; and

WHEREAS, this Master Agreement is therefore authorized under California Codes, Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services; and

WHEREAS, the Board of Supervisors has authorized the District's Fire Chief or his/her designee to execute and administer this Master Agreement; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:



### **AUTHORIZATION OF MASTER AGREEMENT FOR**

#### ARCHITECTURAL AND ENGINEERING SERVICES

IN WITNESS WHEREOF, the Contractor has executed this Master Agreement, or caused it to be duly executed and the District, by order of its Board of Supervisors has caused this Master Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CON	TRACT	TOR: L	

Lewis/Schoeplein

Architects

Ву

thillm?

PRINCIPAL

CONSOLIDATED FIRE PROTECTION DISTRICT OF OS ANGELES COUNTY:

Ву

Chair, Board of Supervisors

ATTEST:

SACHI A. HAMAI Executive Officer-Clerk of the Board of Supervisors I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made. SACHLA. HAMAL

Executive Officer
Clerk of the Board of Supervisors

Deputy

Deputy

APPROVED AS TO FORM:

Robert E. Kalunian Acting County Counsel

Ву

Senior Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#43

SEP 0 1 2009

Master Agreement

SACHI A. HAMAI
EXECUTIVE OFFICER

# 2005

#### MASTER AGREEMENT



#### BY AND BETWEEN

### CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

**AND** 

JOHN FRIEDMAN ALICE KIMM ARCHITECTS

**FOR** 

**ARCHITECTURAL AND ENGINEERING SERVICES** 



#### **Master Agreement**

#### Between

## CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

and

#### JOHN FRIEDMAN ALICE KIMM ARCHITECTS

for

#### ARCHITECTURAL AND ENGINEERING SERVICES

#### RECITALS

WHEREAS, the District may contract with private businesses for Architectural and Engineering Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Architectural and Engineering Services; and

WHEREAS, this Master Agreement is therefore authorized under California Codes, Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services; and

WHEREAS, the Board of Supervisors has authorized the District's Fire Chief or his/her designee to execute and administer this Master Agreement; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:



# AUTHORIZATION OF MASTER AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES

IN WITNESS WHEREOF, the Contractor has executed this Master Agreement, or caused it to be duly executed and the District, by order of its Board of Supervisors has caused this Master Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR:	John Friedman Alice Kimm Architects
By Name	- Alie Kimm
Prin Up Title	al

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:

Chair, Board of Supervisors

ATTEST:

SACHI A. HAMAI Executive Officer-Clerk of the Board of Supervisors I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHLA. HAMAI Executive Officer

Clerk of the Board of Supervisors

Ву\_\_\_\_

Deputy

APPROVED AS TO FORM:

Robert E. Kalunian Acting County Counsel

By

Senior Deputy County Counsel

Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#43

SEP 0 1 2009

Master Agreement

EXELUST OFFICER

# 99022

#### MASTER AGREEMENT



#### BY AND BETWEEN

## CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

AND

**STK ARCHITECTURE** 

**FOR** 

ARCHITECTURAL AND ENGINEERING SERVICES



#### **Master Agreement**

#### Between

### CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

and

#### STK ARCHITECTURE

for

#### ARCHITECTURAL AND ENGINEERING SERVICES

This Master Agreement	and Exhibits made and entered into this day of				
SEPTEMBER	, 2009 by and between the, Consolidated Fire Protection				
District of Los Angeles County,	hereinafter referred to as "District" and STK Architecture,				
hereinafter referred to as "Contractor", to provide Architectural and Engineering Services.					

#### **RECITALS**

WHEREAS, the District may contract with private businesses for Architectural and Engineering Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Architectural and Engineering Services; and

WHEREAS, this Master Agreement is therefore authorized under California Codes, Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services; and

WHEREAS, the Board of Supervisors has authorized the District's Fire Chief or his/her designee to execute and administer this Master Agreement; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:



# AUTHORIZATION OF MASTER AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES

IN WITNESS WHEREOF, the Contractor has executed this Master Agreement, or caused it to be duly executed and the District, by order of its Board of Supervisors has caused this Master Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: STK Architecture

CONSOLIDATED FIRE PROTECTION
DISTRICT OF LOS ANGELES COUNTY:

Chair, Board of Supervisors

ATTEST:

Ву

SACHI A. HAMAI Executive Officer-Clerk of the Board of Supervisors I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI Executive Officer

Clerk of the Board of Supervisors

APPROVED AS TO FORM:

Deputy

Robert E. Kalunian Acting County Counsel

Senior Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#43

SEP 0 1 2009

Master Agreement

SACHI A. HAMAI EXECUTIVE OFFICER

#### MASTER AGREEMENT



#### BY AND BETWEEN

### CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

**AND** 

**RAW INTERNATIONAL** 

**FOR** 

**ARCHITECTURAL AND ENGINEERING SERVICES** 



### Master Agreement

#### Between

### CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

and

#### RAW INTERNATIONAL

for

#### ARCHITECTURAL AND ENGINEERING SERVICES

				reement	and	Exhib	its ma	de ar	nd e	entere	d int	o thi	s 🚅	257	da	y of
Se	OTE	MBE	R		_, 20	109 by	y and	betw	een	the,	Con	solida	ated	Fire	Protec	ction
District	of L	os Ange	eles	County,	herei	nafter	referr	ed to	as	"Dist	rict"	and	RAW	Inte	rnatio	nal,
hereina	fter re	eferred to	o as	"Contract	tor", to	provi	de Arc	hitectu	ural a	and E	naine	erino	Serv	ices.		

#### **RECITALS**

WHEREAS, the District may contract with private businesses for Architectural and Engineering Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Architectural and Engineering Services; and

WHEREAS, this Master Agreement is therefore authorized under California Codes, Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services; and

WHEREAS, the Board of Supervisors has authorized the District's Fire Chief or his/her designee to execute and administer this Master Agreement; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:



# AUTHORIZATION OF MASTER AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES

IN WITNESS WHEREOF, the Contractor has executed this Master Agreement, or caused it to be duly executed and the District, by order of its Board of Supervisors has caused this Master Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR:	RAW	International

By

Name

PPINCIPAL

Title

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:

By Chair, Board of Supervisors

ATTEST:

By

By

SACHI A. HAMAI Executive Officer-Clerk of the Board of Supervisors Sede

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

> SACHI A. HAMAI Executive Officer

Clerk of the Board of Supervisors

y 10

Deputy

APPROVED AS TO FORM:

Robert E. Kalunian Acting County Counsel

#43

SEP 0 1 2009

Senior Deputy County Counsel

Suchi A. Hamae SACHI A. HAMAI EXECUTIVE OFFICER

BOARD OF SUPERVISORS

# 89077

#### MASTER AGREEMENT



#### BY AND BETWEEN

# CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

**AND** 

PBS&J

**FOR** 

ARCHITECTURAL AND ENGINEERING SERVICES



#### Master Agreement

#### Between

# CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

and

#### PBS&J

for

#### ARCHITECTURAL AND ENGINEERING SERVICES

	This	Master	Agr	eement	and Ex	hibits	s ma	de an	d e	ntere	d into	this	s <u>1</u>	57	_ da	y of
SEX	TEN	IBE	R		_, 2009	by	and	betwe	en	the,	Cons	olida	ted	Fire	Protec	ction
District	of L	os Ang	eles	County,	hereina	ıfter	referr	ed to	as	"Dis	trict"	and	PBS	<u>&amp;J</u> ,	herein	after
referred to as "Contractor", to provide Architectural and Engineering Services.																

#### RECITALS

WHEREAS, the District may contract with private businesses for Architectural and Engineering Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Architectural and Engineering Services; and

WHEREAS, this Master Agreement is therefore authorized under California Codes, Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services; and

WHEREAS, the Board of Supervisors has authorized the District's Fire Chief or his/her designee to execute and administer this Master Agreement; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:



#### **AUTHORIZATION OF MASTER AGREEMENT FOR**

#### ARCHITECTURAL AND ENGINEERING SERVICES

IN WITNESS WHEREOF, the Contractor has executed this Master Agreement, or caused it to be duly executed and the District, by order of its Board of Supervisors has caused this Master Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CO	NTRACTOR: PB\$&J
Ву	Name
	VILE PRESIDENT Title

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:

Chair, Board of Supervisors

ATTEST:

SACHI A. HAMAI Executive Officer-Clerk of the Board of Supervisors I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

> SACHI A. HAMAI Executive Officer Clerk of the Board of Supervisors

By\_

eputy

Deputy

APPROVED AS TO FORM:

Robert E. Kalunian Acting County Counsel

By

Senior Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#43

SEP 0 1 2009

Master Agreement

A Lynnow
AI
AI
OFFICER

# 690 22

#### MASTER AGREEMENT



#### BY AND BETWEEN

### CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

**AND** 

APPLIED ENVIRONMENTAL TECHNOLOGIES, INC.

**FOR** 

ARCHITECTURAL AND ENGINEERING SERVICES



#### **Master Agreement**

#### Between

### CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

and

### APPLIED ENVIRONMENTAL TECHNOLOGIES, INC.

for

#### ARCHITECTURAL AND ENGINEERING SERVICES

#### **RECITALS**

WHEREAS, the District may contract with private businesses for Architectural and Engineering Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Architectural and Engineering Services; and

WHEREAS, this Master Agreement is therefore authorized under California Codes, Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services; and

WHEREAS, the Board of Supervisors has authorized the District's Fire Chief or his/her designee to execute and administer this Master Agreement; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:



### AUTHORIZATION OF MASTER AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES

IN WITNESS WHEREOF, the Contractor has executed this Master Agreement, or caused it to be duly executed and the District, by order of its Board of Supervisors has caused this Master Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

> CONTRACTOR: Applied Environmental Tech.

President Title

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:

Chair, Board of Supervisors

ATTEST:

SACHI A. HAMAI **Executive Officer-Clerk** of the Board of Supervisors I hereby certify that pursuant to Section 25103 of the Government Cods, delivery of this document has been made.

SACHI A. HAMAI

**Executive Officer** Clerk of the Board of Supervisors

APPROVED AS TO FORM:

Robert E. Kalunian Acting County Counsel

By

Senior Deputy County Counsel

BOARD OF SUPERVISORS

SEP 0 1 2009

Master Agreement

EXECUTIVE OFFICER

#### MASTER AGREEMENT



#### BY AND BETWEEN

# CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

**AND** 

M-E ENGINEERS, INC.

**FOR** 

ARCHITECTURAL AND ENGINEERING SERVICES



### Master Agreement

#### Between

### CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

and

#### M-E ENGINEERS, INC.

for

#### ARCHITECTURAL AND ENGINEERING SERVICES

This Master Agreement	and Exhibits mad	de and entered in	nto this <u>1</u> ST	_ day of
SEPTEMBER	, 2009 by and	between the, Cor	nsolidated Fire	Protection
District of Los Angeles County,	hereinafter referre	ed to as "District" a	and M-E Engine	ers, Inc.,
nereinafter referred to as "Contrac	ctor", to provide Arch	hitectural and Engin	eering Services.	

#### RECITALS

WHEREAS, the District may contract with private businesses for Architectural and Engineering Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Architectural and Engineering Services; and

WHEREAS, this Master Agreement is therefore authorized under California Codes, Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services; and

WHEREAS, the Board of Supervisors has authorized the District's Fire Chief or his/her designee to execute and administer this Master Agreement; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:



# AUTHORIZATION OF MASTER AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES

IN WITNESS WHEREOF, the Contractor has executed this Master Agreement, or caused it to be duly executed and the District, by order of its Board of Supervisors has caused this Master Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: M-E Engineers, Inc.

Name Stefan
Name
Title

CONSOLIDATED FIRE PROTECTION DISTRICT OF OS ANGELES COUNTY:

Ву

Chair, Board of Supervisors

ATTEST:

SACHI A. HAMAI Executive Officer-Clerk of the Board of Supervisors I hereby certify that pursuant to Section 25103 of the Government Cods, delivery of this document has been made.

> SACHI A. HAMAI Executive Officer Clerk of the Board of Supervisors

> > Deputy

APPROVED AS TO FORM:

Robert E. Kalunian Acting County Counsel

Ву

Senior Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#43

SEP 0 1 2009

Master Agreement



#### MASTER AGREEMENT



#### BY AND BETWEEN

# CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

**AND** 

MACTEC ENGINEERING & CONSULTING, INC.

**FOR** 

ARCHITECTURAL AND ENGINEERING SERVICES



#### Master Agreement Between

## CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

and

#### MACTEC ENGINEERING & CONSULTING, INC.

for

#### ARCHITECTURAL AND ENGINEERING SERVICES

This Master Agreement and Exhibits made and entered into this $25$ day of
SEPTEMBER, 2009 by and between the, Consolidated Fire Protection
district of Los Angeles County, hereinafter referred to as "District" and MACTEC Engineering &
consulting, Inc., hereinafter referred to as "Contractor", to provide Architectural and Engineering
dervices.

#### RECITALS

WHEREAS, the District may contract with private businesses for Architectural and Engineering Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Architectural and Engineering Services; and

WHEREAS, this Master Agreement is therefore authorized under California Codes, Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services; and

WHEREAS, the Board of Supervisors has authorized the District's Fire Chief or his/her designee to execute and administer this Master Agreement; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:



### **AUTHORIZATION OF MASTER AGREEMENT FOR** ARCHITECTURAL AND ENGINEERING SERVICES

IN WITNESS WHEREOF, the Contractor has executed this Master Agreement, or caused it to be duly executed and the District, by order of its Board of Supervisors has caused this Master Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR:	MACTEC Engineering 8
	Consulting

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:

By

Chair Board of Supervisors

ALIFOR'

ATTEST:

SACHI A. HAMAI Executive Officer-Clerk of the Board of Supervisors I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

> SACHIA. HAMAI **Executive Officer**

Clerk of the Board of Supervisors

Deputy

By

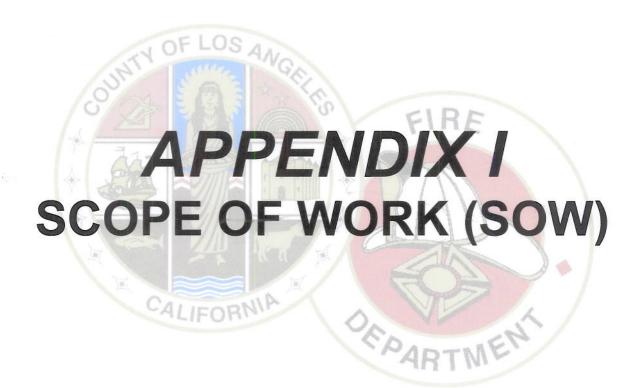
Deputy

APPROVED AS TO FORM:

Robert E. Kalunian Acting County Counsel

SEP 0 1 2009

Senior Deputy County Counsel



1.0	SCO	PE OF WORK	1				
	1.1	Architect	1				
	1.2	Engineer and/or Land Surveyor	2				
	1.3	Associate Architect	2				
	1.4	Landscape Architect	2				
	1.5	Associate Landscape Architect	3				
	1.6	Civil Engineer	3				
	1.7	Associate Civil Engineer	3				
	1.8	Construction Inspector					
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#### APPENDIX I

#### SCOPE OF WORK

#### 1.0 Scope of Work

The Consolidated Fire Protection District of Los Angeles County provides fire protection and life safety services in 58 district cities, with approximately 200 fire stations located throughout Los Angeles County. From time to time, the District requires professional design/engineering services for various maintenance and refurbishment projects.

Selected qualified companies will enter into Master Agreements to provide as-needed Architectural and Engineering services for the District. Professional job categories may include, but not be limited to, the following:

- Architect
- Engineer and/or Land Surveyor
- Associate Architect
- Landscape Architect
- Associate Landscape Architect
- Civil Engineer
- Associate Civil Engineers
- Construction Inspector
- Project Manager
- Planner
- Environmental Planner/Analyst

This Appendix I – Scope of Work (SOW) shall include, but not be limited to this Scope of Work and Appendix K – "Design Manual for Architectural and Engineering Services" in regards to the services outlined in this SOW.

#### 1.1 Architect

Must have a Bachelor's degree in the field of architecture from an accredited university or college, be <u>licensed by the State of California to practice Architecture</u>, and have five (5) years progressively responsible experience in the preparation of design and construction documents of large, complex new building construction and/or alteration projects. Typical assignments may include, but are not limited to, preparing facility programs, conducting community meetings, managing design and construction of District facilities, preparing and/or reviewing preliminary cost estimates, project schedules, architectural plans and specifications, and technical reports as required. Temporaries assigned to this role may function as a Project Manager, and may be required to supervise other temporary personnel working in architecture and/or other related professional disciplines.



#### 1.2 Engineer and/or Land Surveyor

Must have a Bachelor's degree in the field of engineering and/or land surveying from an accredited university or college, be a <u>licensed State of California Professional Engineer and/or Professional Land Surveyor</u>, and have five (5) years progressively responsible experience in the building, repair, or alter of structures, grading or drainage work, install or repair of septic systems, build or repair of retaining walls, or surveying of property. Typical assignments may include, but are not limited to, the preceding services and preparing facility programs, managing design and construction of District facilities, preparing and/or reviewing preliminary cost estimates, project schedules, engineering plans and specifications, land surveying plans and specifications, and technical reports as required. Temporaries assigned to this role may function as a Project Manager, and may be required to supervise other temporary personnel working in engineering and/or land surveying and/or other related professional disciplines.

Other land surveyor titles regulated by the Board for Professional Engineers and Land Surveyors (part of the California Department of Consumer Affairs) include "professional land surveyor," "licensed land surveyor," "land surveyor," "land surveyor," "land surveyor," "geodetic engineer," or "geometronic engineer."

#### 1.3 Associate Architect

Must have a combination, totaling five (5) years, of university or college training in architecture from an accredited college, and architectural design experience under the supervision of a licensed architect certified by the State of California. Temporaries assigned to this function may perform assignments which require the application of both architectural design principles and design experience. Assignments, under the direction of an architect or other professional, may include, but are not limited to, coordinating the design and modification of District facilities, preparing facility programs, preliminary cost estimates, project schedules, architectural plans, specifications and other related duties as required.

#### 1.4 Landscape Architect

Must have a Bachelor's degree in the field of landscape architecture from an accredited university or college, and be a <u>Registered Landscape Architect Licensed in the State of California</u>, and have five (5) years progressively responsible experience in the design and preparation of development plans and construction documents for large, complex landscape and site development projects. Typical assignments may include, but are not limited to, preparing facility programs, conducting community meetings, managing the design and construction of District facilities, preparing and/or reviewing preliminary cost estimates, project schedules, landscape architectural plans and specifications and technical reports as required. Temporaries assigned to this role may function as a



Project Manager, and may be required to supervise other temporary personnel working in architecture and/or other related professional disciplines.

#### 1.5 Associate Landscape Architect

Must have a combination, totaling five years, of college or university training in landscape architecture from an accredited college or university, and landscape design experience under the supervision of a landscape architect licensed in the State of California. Temporaries assigned to this function may perform assignments under the direction of a landscape architect or other professional including, but not limited to, coordinating the design and modification of District facilities, preparing preliminary cost estimates, project schedules, landscape architectural plans, specifications, and other related duties as required.

#### 1.6 Civil Engineer

Must have a Bachelor's degree in the field of civil engineering from an accredited university or college, possess a California State Certificate of Registration as a Civil Engineer, and have five (5) years progressively responsible experience in planning, design, inspection, plan review, and/or construction management of civil engineering projects. Typical assignments may include, but are not limited to, preparing facility programs, conducting community meetings, managing the design and construction of District facilities, preparing and/or reviewing preliminary cost estimates, project schedules, civil engineering plans and specifications, and technical reports as required. Temporaries assigned to this role may function as a Project Manager, and may be required to supervise other temporary personnel working in architecture and/or other related professional disciplines.

#### 1.7 Associate Civil Engineer

Must have a Bachelor's degree from an accredited university or college with specialization in <u>a civil engineering curriculum approved by the Engineer's Council for Professional Development</u> – OR – four years of civil engineering training in an accredited college and the successful completion of an <u>Engineer- in-Training examination</u>, or its <u>equivalent recognized by the California Board of Civil and Professional Engineers</u>. Two years of civil engineering experience under supervision of a civil engineer licensed in the State of California may be substituted for each year of the required training. Work is performed under the direction of a civil engineer or other professional. Temporaries assigned to this function must have the capability to review plans for engineering structures to determine if they are in compliance with County and District standards and practices and sound engineering principles. Typical assignments may include, but are not limited to, coordinating the design and construction of District facilities, preparing preliminary cost estimates, project schedules, civil engineering plans, specifications and other related duties as required.



#### 1.8 Construction Inspector

Must have three years experience inspecting buildings or site developments. Temporaries assigned to this function may be responsible for the coordination and inspection of construction activities including, but not limited to, preparing and issuing Notices of Non-compliance to contractors, and preparing deficiency reports for Project Managers.

#### 1.9 Project Manager

Must have a <u>Bachelor's degree from an accredited university or college in architecture, landscape architecture, engineering, planning or a related field</u> – **OR** – <u>be licensed as an architect, landscape architect or engineer by the Sate of California</u> - **OR** - <u>four (4) years experience in the design and construction coordination of complex facility projects.</u>

Duties of temporaries assigned to this function may include, but are not limited to, the following: preparing facility programs, conducting community meetings, managing the design and construction of District facilities, preparing and/or reviewing preliminary cost estimates, project schedules, plans and specifications and technical reports as required.

#### 1.10 Planner

Must have a Bachelor's degree from an accredited college or university, in planning, landscape architecture, or a related field. Must exercise knowledge and apply analytical skills relative to strategic planning, real property transactions, contracts, California Environmental Quality Act (CEQA), zoning, and subdivision laws. Typical assignments may include, but are not limited to, initiating procedures for the development and renovation of District facilities, preparing Notices of Exemption, and reviewing environmental documents.

#### 1.11 Environmental Planner/Analyst

Must have a Bachelor's degree from an accredited university or college, in the field of environmental planning, landscape architecture, architecture, or a related field, and have minimum of two (2) years experience in a public agency or private consulting firm specializing in environmental planning. Professional experience with the California Environmental Quality Act (CEQA) and the National Environmental Protection Act (NEPA) is preferred. Duties of temporaries assigned to this function include, but are not limited to, the following: reviewing environmental documents (EIRS, Negative Declarations) from outside agencies; preparing and processing Notices of Exemption or Initial Studies, reviewing Board letters for environmental language; providing required project information for Contractors (e.g. site evaluations, scope of work), department staff, and outside agencies; assisting with the public review process (e.g. sending out documents for public review, responding to comments, and incorporating comments into environmental documents); preparing requests for proposals, evaluating and assisting in



selecting contractors for environmental projects, contract administration, and management of environmental consulting firms.

#### 2.0 Addition/Deletion of Specific Tasks and/or Work Hours

- 2.1 District reserves the right to add/delete specific tasks and other related services and/or work hours throughout the term of this Master Agreement based upon the needs of the District.
- 2.2 All changes must be made in accordance with sub-paragraph 8.1 Amendments of the Master Agreement.

#### 3.0 Quality Control

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the District a consistently high level of service throughout the term of the Master Agreement. The Plan shall be submitted to the District Project Manager for review. The plan shall include, but may not be limited to the following:

- 3.1 Method of monitoring to ensure that the Master Agreement requirements are being met;
- 3.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the District upon request.

#### 4.0 Quality Assurance Plan

The District will evaluate the Contractor's performance under this Master Agreement using the quality assurance procedures as defined in this Master Agreement, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.14, District's Quality Assurance Plan.

#### 4.1 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Master Agreement at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

#### 4.2 Master Agreement Discrepancy Report (Technical Exhibit 1 of Appendix J)

Verbal notification of an Master Agreement discrepancy will be made to the Master Agreement Project Monitor as soon as possible whenever an Master Agreement discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the District and the Contractor.

The District Project Manager will determine whether a formal Master Agreement Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the District Project Manager within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Master Agreement Discrepancy Report shall be submitted to the District Project Manager within ten (10) workdays.



#### 5.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 5.1 Master Agreement Discrepancy Report (Technical Exhibit 1): A document completed by District to identify key performance indicators of the Master Agreement that the Contractor has not met during the Master Agreement term.
- 5.2 Date of Acceptance: The date the District's Project Manager or authorized designee signs off that work was accepted.
- 5.3 Performance Requirements Summary (PRS) (Technical Exhibit 2): A chart which identifies key performance indicators of the Master Agreement that will be evaluated by the District to ensure that the Master Agreement performance standards are met by the Contractor and assessments to be applied if there are occurrences of non-compliance.
- **5.4 SOW:** Appendix I Scope of Work to the Master Agreement for Architectural and Engineering Services.

#### 6.0 Responsibilities

The District's and the Contractor's responsibilities are as follows:

#### DISTRICT

#### 6.1 Personnel

The District will administer the Master Agreement according to the Master Agreement, Paragraph 6.0, Administration of Master Agreement - District. Specific duties will include:

- 6.1.1 Monitoring the Contractor's performance in the daily operation of this Master Agreement.
- 6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with the Master Agreement, Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.

#### CONTRACTOR

#### 6.2 Project Manager

- 6.2.1 Contractor shall provide a full-time Project Manager or designated alternate. District must have access to the Project Manager during all hours, 365 days per year. Vendor shall provide a telephone number where the Project Manager may be reached on a twenty-four (24) hour per day basis.
- 6.2.2 Project Manager shall act as a central point of contact with the District.
  - Project Manager shall have five (5) years of experience.
  - Project Manager/alternate shall have full authority to act for Vendor on all matters relating to the daily operation of the Master Agreement. Project



Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

#### 6.3 Personnel

- 6.3.1 Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.
- 6.3.2 Contractor shall be required to background check their employees as set forth in sub-paragraph 7.5 – Background & Security Investigations, of the Master Agreement.

#### 6.4 Identification Badges

6.4.1 Contractor shall ensure their employees are appropriately identified as set forth in sub-paragraph 7.4 – Contractor's Staff Identification, of the Master Agreement.

#### 6.5 Contractor's Office

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquires and complaints which may be received about the Contractor's performance of the Master Agreement. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.

#### 7.0 Hours / Day of Work

At a minimum, Contractor shall operate its business Monday through Friday. District may request additional service hours in order to meet specific needs as emergency situations occur.

#### 8.0 Unscheduled Work

- 8.1 The District Project Manager or his designee may authorize the Contractor to perform unscheduled work when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third party negligence; or to add to, modify or refurbish existing facilities.
- 8.2 Prior to performing any unscheduled work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. If the unscheduled work exceeds the Vendor's estimate, the District Project Manager or his designee must approve the excess cost. In any case, no unscheduled work shall commence without written authorization.
- 8.3 When a condition exists wherein there is imminent danger of injury to the public or damage to property, Contractor shall contact District's Project Manager for approval before beginning the work. A written estimate shall be sent within twenty-four (24) hours for approval. Contractor shall submit an invoice to District's Project Manager within five (5) working days after completion of the work.



- 8.4 All unscheduled work shall commence on the established specified date. Vendor shall proceed diligently to complete said work within the time allotted.
- 8.5 The District reserves the right to perform unscheduled work itself or assign the work to another Contractor.

#### 9.0 Performance Requirements Summary

All listings of services used in the Performance Requirements Summary (PRS), *Technical Exhibit* 2, are intended to be completely consistent with the Master Agreement and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Master Agreement and the SOW. In any case of apparent inconsistency between services as stated in the Master Agreement and the SOW and this PRS, the meaning apparent in the Master Agreement and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Master Agreement and the SOW, that apparent service will be null and void and place no requirement on Contractor.

When the Contractor's performance does not conform to the requirements of this Master Agreement, the District will have the option to apply the following non-performance remedies:

- 1) Require Contractor to implement a formal corrective action plan, subject to approval by the District. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence. Reduce payment to Contractor by the amount based on the deductions/fees to be assessed in the PRS.
- 2) Monetary assessment imposed on Contractor by the District's Project Manager for documented Master Agreement discrepancies shall be increased twice the amount based on the deductions/fees to be assessed in the PRS in the event the same Master Agreement discrepancy occurs a second time or more.
- Reduce, suspend or cancel this Master Agreement for systematic, deliberate misrepresentations or unacceptable levels of performance.
- 4) Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within five (5) days shall constitute authorization for the District to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the District, shall be credited to the District on the Contractor's future invoice.

This section does not preclude the District's right to terminate the Master Agreement upon ten (10) days written notice with or without cause, as provided for in the Master Agreement "Standard Terms and Conditions," Sub-paragraph 8.41, Termination for Convenience.



#### 10.0 Award of Work

District will issue work authorizations at its complete discretion based upon the needs of the District. This Master Agreement does not grant the Contractor any right to be awarded any minimum amount of work.

#### 11.0 Requirements

- 11.1 Contractor and its subcontractors must renew and keep current all required licenses necessary to perform the services required under this Master Agreement. Lapse or loss of such licenses shall be grounds for immediate termination of District's Master Agreement.
- 11.2 Contractor shall ensure that all personnel performing work under this Master Agreement shall be trained as required by Federal, State and local laws.

#### 12.0 DELLIVERABLES

Contractor shall provide deliverables in written hard copy unless otherwise approved by District in accordance with the below matrix:

DELIVERABLES	DUE DATE	REFERENCE
Contractor's Quality Control Plan	45 Business days after date the Master Agreement becomes effective	4.0



#### **COUNTY OF LOS ANGELES**

#### FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE LOS ANGELES, CALIFORNIA 90063-3294 (323) 881-2401

P. MICHAEL FREEMAN FIRE CHIEF FORESTER & FIRE WARDEN

# ATTACHMENT B

SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:



#### **COUNTY OF LOS ANGELES**

#### FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE LOS ANGELES, CALIFORNIA 90063-3294 (323) 881-2401

P. MICHAEL FREEMAN FIRE CHIEF FORESTER & FIRE WARDEN

#### Firms **RECOMMENDED** for a Master Agreement

	Firm Name	Master Agreement Number
1	Applied Environmental Technologies, Inc.	
2	ATI Architects and Engineers	
3	GMPA Architects	
4	John Friedman Alice Kimm Architects	
5	Lewis / Schoeplein Architects	
6	MACTEC Engineering and Consulting, Inc.	
7	M-E Engineers, Inc.	
8	PBS&J	
9	RAW International	
10	STK Architecture	
11	Swift Lee Office (SLO)	
12	William Loyd Jones Architect	
13	WRC Consulting Services, Inc.	

#### SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:



#### **COUNTY OF LOS ANGELES**

#### FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE LOS ANGELES, CALIFORNIA 90063-3294 (323) 881-2401

P. MICHAEL FREEMAN FIRE CHIEF FORESTER & FIRE WARDEN

# ATTACHMENT C

SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

Ian C. Macfarlane
Print Authorized Signature

#### County of Los Angeles - Community Business Enterprise Program (CBE)

#### Request for Local SBE Preference Program Consideration and **CBE Firm/Organization Information Form**

INSTRUCTIONS: All proposers/bidders/vendors responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAMI	E: ENDOR NUMBER:	App1: 51846		Environ	mental	Tech	nologie	s. I	nc.		
	As a Local SI this proposal.							native	Action Compl	iance, I req	uest
	Attached is m	ny local SBE	Certifi	cation lette	er issued b	y the (	County.				
analysi	ORGANIZATION INF is and consideration of al origin, age, sexual	of award, con	tracto	r/vendor w	n requeste rill be selec	ed belo	w is for sta thout rega	atistical rd to ra	purposes onlace/ethnicity, o	y. On final color, religio	n, sex,
Business S		ole Proprietor ther (Please S			nership	XI Co	orporation	O N	on-Profit	Franchis	se
Total Numb	per of Employees (i	ncluding ow	ners)	24							
Race/Ethnic	Composition of Firm.	Please distrib	ute the	above tota	I number of	individ	uals into the	followi	ng categories:		
Race	Race/Ethnic Composition			ners/Partne		Managers Sta			Staff	aff	
			Male	T	emale	N	lale	Fema	le Male	F	emale
Black/African	American										
Hispanic/Latir	no								2		
Asian or Paci	fic Islander							1		2	
American Ind	ian										
Filipino											
White			3			4		1	7	4	
III. PERCE	NTAGE OF OWNER	SHIP IN FIR	M: PI	ease indic	ate by per	centag	ge (%), hov	v <u>owne</u>	rship of the fir	m is distrib	uted.
	Black/African American	Hispanic Latino	il	Asian or			nerican ndian		Filipino	Whi	te
Men	%		%		%		%		%	100	%
Women	%		%		%		%		%	0	%
If your fit	FICATION AS MINOR rm is currently certified a e the following and attac	as a minority, v	vomen	, disadvanta	aged or disa	abled ve	eteran owne	d busin	ess enterprise l		
	Agency Name		M	inority	Wome	en	Disadvar	ntage	Disabled Veteran	Expirat	on Date

Mayare	President	02/26/09 Date
Signature	Title	Date
RFSO - Append	ix A	Page 5

Authorized

V. <u>DECLARATION</u>: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACQURATE.

### Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

<u>INSTRUCTIONS:</u> All proposers/bidders/vendors responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL	SMALL BUSINESS I	ENTERPRISE PR	EFERENCE PRO		A			
FIRM NAME COUNTY VE	: NDOR NUMBER:	N/A		A	TI Avel	itects	and Engine	
	As a Local SB this proposal/b	E, certified by the old be considered	County of Los An for the Local SBE	geles Office of A Preference.	Affirmative Action	n Compliar	nce, I request	
	☐ Attached is my	local SBE Certifi	cation letter issue	d by the County.			10	
analysis	RGANIZATION INFO and consideration of origin, age, sexual o	award, contracto	r/vendor will be se	sted below is for elected without re	statistical purpo egard to race/eth	oses only. nnicity, col	On final or, religion, sex,	
Business St		e Proprietorship er (Please Specif	☐ Partnership	□ Corporation     □	on 🗆 Non-Pr	ofit 🗆	Franchise	
Total Number	er of Employees (in	cluding owners)	: 75	19				
Race/Ethnic C	Composition of Firm.	Please distribute the	above total number	of individuals into	the following cate	egories:		
Racel	Ethnic Composition		ners/Partners/ ociate Partners	Man	nagers		Staff Female  0 2 4 0 2 10 m is distributed.  White 78.30 % .18 %	
	§	Male	Female	Male	Female	Male	Female	
Black/African /	American	0	0	0	0	0	0	
Hispanic/Latin	0	2	1	0	0	4		
Asian or Pacifi	ic Islander	6	0	0	0	6	4	
American India	an	1	0	0	0	0	0	
Filipino		1	1	0	0	3	. 2	
White		. 15	4	1	0	11	10	
III. PERCEI	NTAGE OF OWNER	SHIP IN FIRM: P	lease indicate by	percentage (%),	how ownership	of the firm	is distributed.	
	Black/African American	Hispanic/ Latino	Asian or Pacific	American Indian	Filipin	10	White	
Men	0 %	2.03 %	11.78 %	5.04	% .55	%	78.30 %	
Women	0 %	1.94 %	0 %	0	% .18	%	.18 %	
If your fire	TICATION AS MINOR on is currently certified a on the following and attac	s a minority, women	n, disadvantaged or	disabled veteran o	wned business er s form, if necessar	terprise by		

Agency Name	Minority	Women	Disadvantage	Disabled Veteran	Expiration Date
N/A					

V. <u>DECLARATION:</u> I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Signature	Authorized Signature	Title	Date
Paul D. DiDonato	1777	President	2/27/09

### Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

<u>INSTRUCTIONS:</u> All proposers/bidders/vendors responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL	SMALL BUSINESS	ENTER	PRISE PR	EFEREN	CE PROG	RAM:						
FIRM NAM			MPA Arch	itects, Inc	O	2						
COUNTY V	ENDOR NUMBER:	14	413901									
	As a Local S this proposal	BE, certifi	ied by the onsidered	County of for the Loc	Los Ange	eles Off referen	ice of Aff ce.	irmative	Action Com	plianc	e, I reque	est
,		ny local S	BE Certific	cation lette	er issued l	by the (	County.					
analysi	ORGANIZATION INF is and consideration al origin, age, sexual	of award,	contractor	r/vendor w	n request ill be sele	ed belo cted wi	w is for s thout reg	statistica pard to ra	purposes o	nly. C	On final r, religion,	, sex,
Business S		ole Propri ther (Plea	etorship ase Specify		nership	⊠ Co	rporation	0 0	lon-Profit	O F	ranchise	
Total Numb	per of Employees (	ncluding	owners):	: 14								
Race/Ethnic	Composition of Firm.	Please di	stribute the	above tota	l number o	f individu	uals into ti	ne followi	ng categories:			
Race	e/Ethnic Composition			ners/Partne ociate Parti			Mana	gers			Staff  Staff  Female  0  1  1  0  0  0  m is distributed.  White  50 %  50 %  SENTERPRISES: by a public agency,  Expiration Date	
			Male	F	emale	М	ale	Fema	le Ma	ale	Female 0	
Black/African	American		0		0		0	(	) (	)		0
Hispanic/Lati	no		0		0		0		0 (	)	7,00	
Asian or Paci	fic Islander		0		0		0		0 3	3		1
American Ind	ian		0		0		0		0 0		0	
Filipino			0		0		0		0 1		0	
White	47		1		1		3		1 2			0
III. PERCE	NTAGE OF OWNER	RSHIP IN	FIRM: PI	ease indic	ate by pe	rcentag	e (%), h	ow <u>owne</u>	rship of the	lirm is	distribute	ed.
	Black/African American		anic/ tino	Asian or Islan			erican ndian		Filipino		White	
Men	%		%		%		%		%		50	%
Women	%		%		%		%		%		50	%
If your fi	FICATION AS MINO frm is currently certified the following and atta	as a minor	rity, women,	, disadvanta	aged or dis	abled ve	teran owi	ned busin	ess enterprise	SS El	NTERPR public agei	ISES: ncy,
	Agency Name		м	inority	Wom	nen	Disadv	antage	Disabled Veteran		Expiration	n Date
			1		- 1							
V. DECLA	RATION: I DECLA THE ABOVE INFOR	RE UNDE	R PENAL IS TRUE	TY OF PE	RJURY ( URATE.	UNDER	THE LA	WS OF	THE STATE	OF	CALIFOR	NIA
J. Kobi M	loses, AIA		1			Prin	cipal			Feb	oruary 26	, 2009
Print Authoriz	zed Signature	Auth	orized Sign		221	Title				Date	е	
rage B-3				RFSQ - A	pendix A	A					Page 5	

#### Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

INSTRUCTIONS: All proposers/bidders/vendors responding to this solicitation must complete and return this form

	orisideration of the			was a second of the second of				
I. LOCAL	SMALL BUSINESS	ENTERPRISE PR	REFERENCE PR	OGRAM:				
FIRM NAME		CONTRACTOR CONTRACTOR CONTRACTOR	Alice Kimm Archit					
COUNTY VE	NDOR NUMBER:	We have registe	ered and are awai	ting our number.				
		E, certified by the bid be considered		Angeles Office of A E Preference.	Affirmative Actio	on Compliand	e, I reques	st
	☐ Attached is m	y local SBE Certif	ication letter issu	ed by the County.				
analysis	RGANIZATION INFO and consideration o origin, age, sexual o	f award, contracto	or/vendor will be					sex
Business St		le Proprietorship ner (Please Speci	Partnersh	ip 🛛 Corporati	on 🖸 Non-P	rofit 🗆 F	ranchise	
Total Number	er of Employees (in	cluding owners	): 12					
Race/Ethnic (	Composition of Firm.	Please distribute th	e above total numb	per of individuals into	the following cat	egories:		
Race	Ethnic Composition	4 / Name (Sec.)	ners/Partners/ ociate Partners	Mar	nagers		Staff	
		Male	Female	Male	Female	Male	Fema	ale
Black/African /	American							
Hispanic/Latin	0							
Asian or Pacifi	c Islander		1				1	
American India	an							
Filipino								
White		1		3	1	3	2	
	NTAGE OF OWNER	SHIP IN FIRM: F			how ownership	of the firm is	distribute	d.
II. PERCE			Aslan or Pacif	The second secon	Filipin	no	White	
II. PERCEI	Black/African American	Hispanic/ Latino	Islander	Indian	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	and the same		
II. PERCEI	A CONTRACT OF THE PARTY OF THE		Islander		%	%	49	9/

### complete the following and attach a copy of your proof of certification. (Use the back of this form, if necessary.)

Agency Name	Minority	Women	Disadvantage	Disabled Veteran	Expiration Date
City of Los Angeles	X	X			N/A
LAUSD (uses City of Los Angeles certificate)	Х	Х			N/A

V. <u>DECLARATION:</u> I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION/IS TRUE AND ACCURATE.

Alice Y. Kimm	Illi	Principal	2 March 2009
Print Authorized Signature	Authorized Signature	Title	Date

#### Request for Local SBE Preference Program Consideration and **CBE Firm/Organization Information Form**

INSTRUCTIONS: All proposers/bio for proper consideration of the prop		responding to t	his solicitation	on must comp	lete and retu	urn this form
I. LOCAL SMALL BUSINESS ENTE	RPRISE PREFE	RENCE PROG	RAM:			
FIRM NAME: COUNTY VENDOR NUMBER:		hoeplein .	20 at 1 at	ts		
As a Local SBE, cer this proposal/bid be	considered for the	he Local SBE Pr	eference.	* SEE	ATTACHE	D
Attached is my local	SBE Certification	on letter issued b	y the County.	8.	TATEMEN	T
Total Number of Employees (including Race/Ethnic Composition of Firm. Please	or disability.  orietorship ease Specify)  ng owners):  distribute the abor	Partnership 5	□ Corporation	on D Non-Pr	ofit	anchise
Race/Ethnic Composition	Associate	Partners		agers		Staff
	Male	Female	Male	Female	Male	Female
Black/African American					1	
Hispanic/Latino						
Asian or Pacific Islander					1	
American Indian						
Filipino						
White	1	1				3
II. PERCENTAGE OF OWNERSHIP I		indicate by per	0.151		of the firm is	distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White	
Men	%	%	%	%	%	. 49	%
Women	%	%	% '	%	%	51	%

CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use the back of this form, if necessary.)

Agency Name	Minority	Women	Disadvantage	Disabled Veteran	Expiration Date
				,	

٧.	DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA
	THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Toni Lewis, AIA	TUMS	Principal	3/2/2009
Print Authorized Signature	Authorized Signature	Title	Date

#### Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

INSTRUCTIONS: All proposers/bidders/vendors responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENT	ERPRISE PREF	ERENCE PROGI	RAM:			
FIRM NAME: COUNTY VENDOR NUMBER:	MACTEC En	gineering &	Consultin	g, Inc.		
As a Local SBE, ce this proposal/bid be Attached is my local	e considered for	the Local SBE Pr	eference.	rmative Acti	on Compliance	e, I request
	ard, contractor/ve ation or disability oprietorship	endor will be select	cted without reg	ard to race/e	ethnicity, color,	
Other (F	Please Specify) _ ling owners):	2,653				
Race/Ethnic Composition of Firm. Pleas	e distribute the ab	ove total number of	individuals into th	ne following ca	ategories:	
Race/Ethnic Composition	100000000000000000000000000000000000000	s/Partners/ *	Manag	gers	8	Staff
	Male	Female	Male	Female	Male	Female
Black/African American			10	2	124	58
Hispanic/Latino			16	3	103	53
Asian or Pacific Islander			6	3	92	39
American Indian			2	0	6	2
Filipino						
White			288	52	1,277	517
II. PERCENTAGE OF OWNERSHIP				ow <u>ownershi</u>	p of the firm is	distributed.
Black/African I	lispanic/ A	Asian or Pacific	American	Filip	ino	White

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:

If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use the back of this form, if necessary.)

N/A

Agency Name	Minority	Women	Disadvantage	Disabled Veteran	Expiration Date

V. <u>DECLARATION:</u> I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

PERRY MALJIAN	P. A. Malian	Senior Vice President	2-27-09
Print Authorized Signature	Authorized Signature	Title	Date

RFSQ - Appendix A

Page 5

<sup>\*</sup> We cannot break down race and gender of ownership since we are not owned by individuals.

### Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

<u>INSTRUCTIONS:</u> All proposers/bidders/vendors responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

FIRM NAME		N/A				M -	-E Eno	ineers, I
	NDOR NUMBER:	N/A						),,,,
		E, certified by the oid be considered				Affirmative .	Action Complia	ince, I request
	☐ Attached is my	y local SBE Certific	cation letter	issued by	the Count	<b>/</b> -		
analysis	RGANIZATION INFO and consideration o origin, age, sexual o	f award, contractor	/vendor wil					
Business St		le Proprietorship ner (Please Specif	Partr	ership (	t Corpora	tion 🗆 N	on-Profit 🗆	Franchise
Total Numb	er of Employees (ir	cluding owners)	243					
Race/Ethnic (	Composition of Firm.	Please distribute the	above total	number of in	ndividuals in	to the following	ng categories:	
Race	Ethnic Composition		ners/Partner		Ma	anagers		Staff
		Male	T	emale	Male	Fema	le Male	Female
Black/African	American						4	2
Hispanic/Latin	0						11	7 3
Asian or Pacif	ic Islander	4		1			23	1 11
American Indi	an							
Filipino							2	1
White		22		1			113	3 41
II. PERCE	NTAGE OF OWNER	SHIP IN FIRM: P	lease indica	ate by perc	entage (%	), how owne	rship of the firm	n is distributed.
	Black/African American	Hispanic/ Latino	Asian or Islan	Pacific	America Indian	n	Filipino	White
Men	%	%	40	.5 %		%	%	59.3 %
Women	%	%		.1 %		%	%	.1 %
If your fir	FICATION AS MINOI rm is currently certified the following and attack	as a minority, women	n, disadvante	ged or disa	bled veterar he back of ti	owned busin nis form, if ne	ess enterprise b	y a public agency,
	Agency Name	1	linority	Wome	n Dis	advantage	Veteran	Expiration Date
N/A								

PRINCIPAL

Sharlest J. Hie.

Authorized Signature

SHAILESH HIRA

Print Authorized Signature

2/27/09

Date

#### County of Los Angeles - Community Business Enterprise Program (CBE)

#### Request for Local SBE Preference Program Consideration and **CBE Firm/Organization Information Form**

I. LOCAL SMA FIRM NAME: COUNTY VENDO							
	TT BOSINESS	ENTERPRISE PR	EFERENCE PROG	RAM:			
COUNTY VENDO		PBS&J					
	R NUMBER:	N/A				-0	
			County of Los Ange for the Local SBE P		firmative Action	n Compliano	e, I request
	Attached is my	local SBE Certific	cation letter issued I	by the County.			
analysis and	consideration of		information request r/vendor will be sele ility.				
Business Struct		e Proprietorship er (Please Specif	Partnership	C Corporation	n □ Non-P	rofit 🛭 F	ranchise
Total Number of	Employees (in	cluding owners):	310(Cali	fornia)			
Race/Ethnic Comp	osition of Firm.	Please distribute the	above total number o	f individuals into t	ne following cat	egories:	
	ic Composition	Owi	ners/Partners/ ociate Partners	Mana		1	Staff
		Male		Male	Female	Male	Female
Black/African Ameri	ican	N/A	N/A	2	1	3	4
Hispanic/Latino		N/A	N/A	5	5	20	10
Asian or Pacific Isla	nder	N/A	N/A	7	7	23	30
American Indian		N/A	N/A	1	0	1	0
Filipino		N/A	N/A	-	-	-	-
White		N/A	N/A	69	30	123	92
III. PERCENTAC	GE OF OWNERS	SHIP IN FIRM: PI	ease indicate by pe	rcentage (%), h	ow ownership	of the firm is	distributed.
	Black/African	Hispanic/	Asian or Pacific	EMP	LOYEE C	WNED DA	ATA NOT A
	American	Latino	Islander	Indian	Filipi		White
Men	%	%	%	%		%	%
Women	%	%	%	%	5	%	%

Roland A. Wiley

Print Authorized Signature

#### County of Los Angeles - Community Business Enterprise Program (CBE)

### Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

INSTRUCTIONS: All proposers/bidders/vendors responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

tor proper con	Sideration of the	c proposa	Wold.								
I. LOCAL SM	IALL BUSINESS	ENTERPE	RISE PR	EFERENC	E PROG	RAM:					
FIRM NAME:		RAW	/ Interi	national,	Inc.						
COUNTY VENE	OOR NUMBER:	059	8170								
	As a Local Si this proposal							mative .	Action Comp	liance	, I request
Ø	Attached is n	ny local SBI	E Certifi	cation lette	er issued b	y the (	County.				
analysis an	ANIZATION INF id consideration of gin, age, sexual	of award, co	ontracto	r/vendor wi							
Business Struc		ole Propriet ther (Please		Parti	nership	⊠ Co	rporation	□ No	on-Profit	□ Fra	anchise
Total Number of	of Employees (i	ncluding o	wners)	: 12							
Race/Ethnic Con	nposition of Firm.	Please distr	ribute the	above total	number of	individ	uals into the	followin	g categories:		
Race/Eth	nic Composition			ners/Partne			Manage	ers		S	taff
			Male	F	emale	М	ale	Femal	e Mal	е	Female
Black/African Ame	Black/African American										1
Hispanic/Latino									2		
Asian or Pacific Is	lander							1			1
American Indian											
Filipino											
White						2		1	2		
III. PERCENTA	AGE OF OWNER	SHIP IN F	IRM: PI	ease indica	ate by per	centag	e (%), hov	v <u>owne</u> i	rship of the fi	rm is c	listributed.
	Black/African	Hispan		Asian or			nerican		Filipino		White
Man	American	Latin	0	Islan		lı.	ndian %	,	%		11/2/20
Men	100 %		%		%		%	-	%		%
Women	%		%		70		76		76		70
If your firm is	ATION AS MINO a currently certified a following and attack	as a minority	, women	, disadvanta	ged or disa	abled ve	eteran owne	d busine	ess enterprise		
	Agency Name		IV	linority	Wom	en	Disadvar	ntage	Disabled Veteran	E	xpiration Date
COLA-Office/Affrm	n. Action Compliance	е		Х			Х			1	1/29/09
State of CA I	OGS Procureme	nt Div.					Х			0	4/30/09
V. DECLARAT	TION: I DECLAI	RE UNDER	PENAL	TY OF PE	RJURY L	INDER	THE LAV	VS OF	THE STATE	OF C	ALIFORNIA

02/27/2009

Authorized Signature

Principal

Title

### Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

INSTRUCTIONS: All proposers/bidders/vendors responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

FIRM NAME		STK Archite	cture. Inc.							
COUNTY VE	NDOR NUMBER:									
	As a Local SB this proposal/b	E, certified by the oid be considered	County of for the Loc	Los Angel	es Offic eferenc	ce of Affil e.	mative /	Action Comp	liance, I requ	iest
	☐ Attached is m	y local SBE Certif	fication lette	er issued b	y the C	ounty.				
analysis	RGANIZATION INFO and consideration o origin, age, sexual o	f award, contracto	or/vendor w	n requeste ill be selec	d below ted with	v is for st hout rega	atistical ard to rac	purposes on ce/ethnicity, o	ly. On final color, religior	ı, sex,
Business St		e Proprietorship ner (Please Speci		nership '	Cor	poration	□ No	on-Profit	☐ Franchise	9
Total Number	er of Employees (in	cluding owners	): 20							
Race/Ethnic C	composition of Firm.	Please distribute the		number of	individua	als into the	e following	g categories:		
Racel	Ethnic Composition	10.763.73	ners/Partne			Manag	ers		Staff	
				emale	Ма	Male Fema		e Mal	e Fe	male
Black/African A	merican									
lispanic/Latino	)									
Asian or Pacifi	slander				1			2	1	
American India	n									
ilipino										
Vhite		2		1	4		1	5	3	
II. PERCEN	TAGE OF OWNER	SHIP IN FIRM: F	Please indic	ate by per	centage	(%), ho	w <u>owner</u>	ship of the fir	rm is distribu	ted.
	Black/African American	Hispanic/ Latino	Asian or			erican dian	F	ilipino	White	9
Men	%	%	Islati	%	1110	%		%	66%	%
Women	%	%		%		%		%	33%	%
If your fire	CATION AS MINOR in is currently certified a the following and attac	s a minority, wome	n, disadvanta	aged or disa	bled vet	eran own	ed busine	ss enterprise i	S ENTERP	RISES ency,
	Agency Name		Minority	Wome	en	Disadva	ntage	Veteran	Expiration	on Date
Not	Applicable									
V. DECLAR	RATION: I DECLAR	E UNDER PENA	LTY OF PE	ERJURY U	NDER	THE LA	WS OF	THE STATE	OF CALIFO	RNIA
Gerald V.		I all	1	St	A ==	hitoct/O	uno=0.0	o Dros	0.000	
	d Signature	Authorized Sign	V -	2 115	Title	hitect/O	wilei/vic	e Fies.	3.2.09 Date	

NATHAN SWIFT

Print Authorized Signature

#### County of Los Angeles - Community Business Enterprise Program (CBE)

### Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

<u>INSTRUCTIONS:</u> All proposers/bidders/vendors responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME	: ENDOR NUMBER:	SV4	1F7	201	EOI	CF1	CE				
	As a Local S this proposa	BE, certified l/bid be consi	by the	County of for the Loc	Los Ange cal SBE Pr	les Off eferen	ice of Affin	mative A	Action Compli	ance, I reques	it
	Attached is r	ny local SBE	Certific	cation lette	er issued b	y the (	County.				
analysis	RGANIZATION INI s and consideration l origin, age, sexual	of award, cor	ntracto	/vendor w							sex,
Business St		ole Proprieto ther (Please		⊠ Part √)	nership	□ Co	rporation	□ No	n-Profit C	1 Franchise	
Total Numb	er of Employees(	including ov	vners):	6							
Race/Ethnic (	Composition of Firm	. Please distrit	oute the	above total	number of	individu	uals into the	following	categories:		
Race	Ethnic Composition			ners/Partne ciate Partr			Manage	ers		Staff	
			Male	F	emale	М	ale	Female	Male	Fema	le
Black/African	American										
Hispanic/Latin	0								1		
Asian or Pacifi	ic Islander				1					/	
American India	an										
Filipino											
White			1							2	
III. PERCEI	NTAGE OF OWNER	RSHIP IN FIR	RM: PI	ease indic	ate by per	centag	e (%), hov	v <u>owners</u>	ship of the firr	n is distributed	i.
3	Black/African American	Hispani Latino		Asian or Islan			nerican ndian	F	llipino	White	- 10
Men	%		%		%		%		%	49	%
Women	%		%	51	%		%		%		%
If your fire	ICATION AS MINO m is currently certified the following and atta	as a minority,	women,	disadvanta	aged or disa	bled ve	teran owne	d busines	ss enterprise by	S ENTERPRIS y a public agend	ES: y,
	Agency Name		М	Inority	Wome	en	Disadvar	ntage	Disabled Veteran	Expiration I	Date
V. DECLAR	RATION: I DECLA HE ABOVE INFOR	RE UNDER F	PENAL RUE	TY OF PE	RJURY U	NDER	THE LAV	VS OF T	HE STATE C	F CALIFORN	IIA

PARTINER

Title

Authorized Signature

#### Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

INSTRUCTIONS: All proposers/bidders/vendors responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL	SMALL BUSINESS	ENTERPRISE F	PREFEREN	ICE PROG	RAM:					
FIRM NAM	E:	Willi	am Loy	d Jone	es Ai	chite	ct, I	nc.		
COUNTY V	ENDOR NUMBER:	Contr	act #	75074						
	As a Local SB this proposal/b	E, certified by th	ne County o	of Los Ange	eles Offi referen	ice of Affirm ce.	native A	ction Comp	liance, I red	quest
	☐ Attached is my	local SBE Cert	ification let	ter issued l	by the C	County.				
analysi	ORGANIZATION INFO s and consideration of d origin, age, sexual or	award, contrac	tor/vendor v							
Business S		e Proprietorship er (Please Spec		rtnership	Ø Co	rporation	□ No:	n-Profit	☐ Franchi	se
Total Numb	er of Employees (in	cluding owners	s):	3						
Race/Ethnic	Composition of Firm. F	Please distribute t	he above tota	al number o	f individu	uals into the	following	categories:		
Race	/Ethnic Composition	100	wners/Partn sociate Part			Manage	rs		Staff	
		Ma	le	Female	М	ale	Female	Ma	le F	emale
Black/African	American								112	
Hispanic/Latir	0									
Asian or Pacif	ic Islander				1					
American Indi	an									
Filipino						-				
White		1								
III. PERCE	NTAGE OF OWNERS	HIP IN FIRM: I	Please indic	cate by per	rcentag	e (%), how	owners	ship of the fi	irm is distrit	uted.
	Black/African	Hispanic/	Asian o	r Pacific	Am	erican		lipino	Wh	
Men	American %	Latino %	Islai	nder %	ır	ndian %		%	100	%
Women	%	%	1	%		%		%	100	%
If your fin	ICATION AS MINORI in is currently certified as the following and attach	a minority, wome	n, disadvant	aged or disa	abled ve	teran owned	busines	ss enterprise		
	Agency Name		Minority	Wom	en	Disadvan	tage	Disabled Veteran	Expira	tion Date
								(*)		
V. DECLAR	RATION: I DECLARE	UNDER PENA	LTY OF PI	ERJURY L	JNDER	THE LAW	S OF T	HE STATE	OF CALIF	ORNIA
	n Loyd Jones	TION STRUE	AND ACC	V.	50000	esiden			27 Feb	
Print Authorize	d Signature	Authorized Sign	nature RFSO - Δι		Title				Date	

Lan Yin Weber
Print Authorized Signature

Authorized Signature

#### County of Los Angeles - Community Business Enterprise Program (CBE)

### Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

<u>INSTRUCTIONS:</u> All proposers/bidders/vendors responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

р. оро. оо	noidoration of the	ріоро	odirbia.									
I. LOCAL S	MALL BUSINESS	ENTER	PRISE PR	EFEREN	CE PROG	RAM:						
FIRM NAME: COUNTY VENDOR NUMBER:			WRC CONSULTING SERVICES, INC 11656601									
į	As a Local SE this proposal/							mative A	Action Comp	liance, I requ	est	
	Attached is m	y local S	SBE Certifi	cation lette	er issued l	by the	County.					
analysis a	GANIZATION INF and consideration or rigin, age, sexual of	of award,	, contracto	r/vendor v	on requesto vill be sele	ed belo	w is for sta	atistical pard to rac	ourposes on ee/ethnicity,	ly. On final color, religion	, sex,	
Business Stru			rietorship ase Specif		tnership	<u>™</u> Co	orporation	□ No	n-Profit	□ Franchise		
Total Number	of Employees (in	ncluding	g owners)	:	6							
Race/Ethnic Co	mposition of Firm.	Please d	listribute the	above tota	al number o	f individ	uals into the	following	g categories:			
Race/Ethnic Composition			Owners/Partners/ Associate Partners			Managers				Staff		
			Male		Female		Male Fema		Ma	Male Female		
Black/African An	nerican											
Hispanic/Latino									25			
Asian or Pacific Islander				1					2	ý		
American Indian	ĺ									(A)		
Filipino												
White						1		2				
III. PERCENT	TAGE OF OWNER	SHIP IN	I FIRM: P	lease indic	cate by pe	rcentag	ge (%), ho	w owner	ship of the fi	rm is distribut	ed.	
	Black/African American	His	panic/	Asian o	Asian or Pacific Islander		American Indian		ilipino	White		
Men	%		%		%		%		%		%	
Women	%		%	100 %			%		%		%	
If your firm	CATION AS MINO is currently certified the following and attac	as a mino	ority, women	n, disadvani	taged or dis	abled v	eteran own	ed busine	ss enterprise			
	N	linority	Women		Disadvantage		Disabled Veteran	Expiratio	n Date			
LA MTA		Х			Х			5/31	/09			
	ATION: I DECLAI E ABOVE INFORI					UNDEI	R THE LA	WS OF	THE STATE	OF CALIFO	RNIA	

President

Title

2/28/2009

Date